

AGENDA
SELECT BOARD
July 12, 2022
7:00 p.m.
Town Building & Zoom

The public may attend the Select Board meeting in person or may participate via remote Zoom access.

Join Zoom Meeting


<https://us06web.zoom.us/j/88061063800?pwd=VnRkS1NJNUltRmJic1ZsTmtWQitRQT09>

Meeting ID: 880 6106 3800

Passcode: 356529

1. Public Comment
2. Board Members comments
3. Recognition
4. Town Administrator's Report
5. Appointments
 - Daniel Tereau to the Lake Boon Commission through June 30, 2023, to complete an unexpired three-year term
 - Andy Crosby to the Zoning Board of Appeals through June 30, 2025, to complete an unexpired five-year term
 - Judson Swinimer to the position of Call Firefighter/EMT through June 30, 2023
6. Discussion and Possible Vote
 - Permit for Stow Conservation Trust's "Bike for the Woods" Sunday, August 28th – Jim Salvie
 - Traffic Safety Advisory Committee request for a Stop Sign – Garner and Harvard Road
 - Review and Sign the Purchase & Sales Agreement for the North Course of Stow Acres
 - Ratify the new 1 Year & 3 Year Collective Bargaining Agreement for the Highway Department Teamsters Union
 - Approve the Disposition of Surplus request for the Planning Department
 - Review and Approve the revised Special Event Permit and Guidelines
 - Review and Approve the following Code of Conduct Policies:
 - Board and Committee Code of Conduct Policy
 - Employee Code of Conduct Policy
 - Visitor Code of Conduct Policy
 - Fiscal Year 2022 – Year End Transfers
7. Meeting minutes
 - June 14, 2022
 - June 21, 2022
8. Correspondence
9. Adjournment

Posted Friday, 7/8/2022

 12 p.m.

APPOINTMENTS



Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

I would like to recommend Daniel Tereau to the Lake Boon Commission. Dan has completed the Massachusetts Boat Safety Class and has a boating license. He owns and operates a boat on Lake Boon. He has familiarized himself with the rules and bylaws of Lake Boon and is eager to work with the other commission members to ensure a long and healthy Lake Boon for generations to come.

I respectfully ask for your ratification of the recommendation.

Denise M Dembkoski



Town of Stow
SELECT BOARD

Stow Town Building
380 Great Road

Stow, Massachusetts 01775

(978) 897-4515 selectboard@stow-ma.gov Fax (978) 897-4631

NOTICE OF VACANCY

LAKE BOON COMMISSION

One member

Duties: Pursuant to the statutory provisions of Chapters 712 and 713 of the Special Legislative Acts of 1941, creating the Lake Boon Commission, the primary responsibility of the Commission is to establish and administer reasonable rules and regulations to protect the waters of Lake Boon. In performing its duties, the Lake Boon Commission must govern in accordance with the statutory provisions of Chapters 712 and 713 of the Special Legislative Acts of 1941, and any superseding/preemptive state laws and regulations, including but not limited the applicable sections of G.L. Chapter 90B and 323 CMR 2, the state laws and regulations governing boating operations.

Qualifications: Resident of Stow. Boating license or willingness to obtain such.

Term: Appointment by the Select Board: One member for the remainder of a three-year term, starting July 1, 2022 and ending June 30, 2023.

Application: The Select Board will be accepting applications until the position is filled. If you are interested, please contact the Select Board Office at selectboard@stow-ma.gov or 978-897-4515.

Posted May 16, 2022

Denise Demboski

From: Joyce Sampson
Sent: Thursday, May 26, 2022 8:08 AM
To: Denise Demboski
Subject: FW: Lake Boon Commission Open Position

Follow Up Flag: Follow up
Flag Status: Completed

From: selectboard
Sent: Thursday, May 26, 2022 8:08 AM
To: Tereau, Daniel <Daniel.Tereau@PERKINELMER.COM>
Subject: RE: Lake Boon Commission Open Position

Hello Mr. Tereau,

This is to acknowledge that your email has been received by the Select Board office, and will be forwarded to the Town Administrator for consideration.

When she is ready to make appointments, she will reach out to you directly. Thank you for your interest in volunteering in Stow for the benefit of Lake Boon.

Best regards,

Joyce

Joyce Sampson | Executive Assistant
Town Administrator & Select Board Office
Town of Stow | 380 Great Road | Stow, MA 01775
978-897-4515 | www.stow-ma.gov

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From: Tereau, Daniel <Daniel.Tereau@PERKINELMER.COM>
Sent: Wednesday, May 25, 2022 4:16 PM
To: selectboard <selectboard@stow-ma.gov>
Cc: 'Karen Madden' <kmadds12@gmail.com>
Subject: Lake Boon Commission Open Position

Dear Select Board,

I am writing to be considered for the open position with the Lake Stow Commission.

We moved to Lake Boon over a year ago and took the prideful ownership of one of the most beautiful properties on the lake. Since that time we have continued to invest in the property to ensure that the home and the surroundings can add value to the neighborhood overall.

Our philosophy toward our home is the same as we share with the lake and the overall lake community. We would like to continue to make it place of beauty, peaceful surroundings, safety on the water and in the park, and community where everyone feels a shared sense of pride, collective responsibility and respect for the lake. Both as it exists today but what it also meant to people in the past.

Since we have been here we have listened to many diverse views on the lake. The way it has developed, who uses the lake, the hours of operations, and types of crafts on the lake, the best social hosts and most importantly best fishing spots! We have learned so much and we have kept an open mind to all views which is why I would like to apply for the commission role.

In my current job I am responsible for building and growing businesses and relationships around the world. I lead global development for a \$22 billion healthcare company in Waltham and our values our deeply rooted to caring for those around us and understanding the challenges, needs, and perspectives of people sharing a common goal. The same is true for the residents of Lake Boon and the surrounding communities. We all essentially want the same basic things and working together and compromising is the way to ensure a long and healthy Lake Boon for generations to come.

From an education standpoint I hold an M.B.A. from Yale University and a Law Degree from Wayne State University. I understand how to navigate and negotiate on behalf, and to the benefit of, the community of Lake Boon and believe I would do well in the capacity to serve all parties.

Thank you for your consideration.

Dan Tereau

126 North Shore Drive
Stow, MA 01775

916-300-4477



Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

I would like to recommend Andy Crosby to fill the vacant, unexpired Member spot on the Zoning Board of Appeals. In addition to serving on the Historical Commission and the Town Hall Restoration Committee, Andy has been an Associate Member of the ZBA since January 2022. Andy has been an active Associate Member and has a strong understanding of the role of the Board and the level of commitment needed to serve.

I respectfully ask for your ratification of the recommendation.

Denise M Dembkoski



Town of Stow
SELECT BOARD

Stow Town Building
380 Great Road
Stow, Massachusetts 01775
(978) 897-4515 selectboard@stow-ma.gov

NOTICE OF VACANCY

ZONING BOARD OF APPEALS
One Member and One Associate Member

Duties: The Zoning Board of Appeals is a quasi-judicial board as established by state law and has specific duties and responsibilities including:

- Hear appeals from parties aggrieved by the decision of an administration official concerning zoning issues.
- Hear and decide applications for certain special permits as provided by the zoning bylaws.
- Hear and decide petitions to vary specific requirements of the zoning bylaws.
- Hear and decide applications for comprehensive permits.

Qualifications: Registered voter of Stow. Sound independent judgment, a sense of fairness and an ability to act on the evidence (and information) as determined with reference to the applicable sections of the Town of Stow's zoning bylaws and the Commonwealth of Massachusetts General Laws Chapter 40A, The Zoning Act.

Associates must be prepared to assume the position of full-time member of the Board if a vacancy occurs and subsequently the office of clerk and/or chairman.

Term: One Member to complete an unexpired five-year term ending June 30, 2025 and One Associate to complete an unexpired five-year term ending June 30, 2027.

Application: The Select Board will accept letters of application until the positions are filled. If you are interested, please contact the Select Board Office at selectboard@stow-ma.gov or 978-897-4515.

Posted July 1, 2022

Denise Demboski

From: abcrosbystowma@gmail.com
Sent: Tuesday, April 5, 2022 6:45 PM
To: Denise Demboski
Cc: Karen Kelleher
Subject: Re: Open Member Position on ZBA

Hi Denise:

At yesterday's meeting, Bill announced that he is stepping down as a full member of the ZBA. I have had the privilege of being on the CPC with Bill, as well as the ZBA and, based on my experience, he will be missed.

I am also writing to express my deep interest in becoming a full member of the ZBA. I joined the ZBA with the intention to become a full member. My short tenure on the board has only increased my interest in becoming a full member. While admittedly I am still learning the nuances of the zoning bylaw, I believe I am contributing to the meetings and I believe I can contribute more as a member. Moreover I am willing and able to make the commitment required to be a member.

Please feel free to e-mail or call me if you have any questions.

I thank you for your consideration.

Sincerely,

Andy Crosby
Member, Stow Historical Commission
Member, Town Hall Restoration Committee
Associate Member, Zoning Board of Appeals
abcrosbystowma@gmail.com
(978) 457-3467



Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

I am pleased to recommend Judson Swinimer to be appointed as a Call Firefighter/EMT.

While we are losing Judd as a full-time member of our department, I am happy he would like to stay on as a Call member. Judd has been a tremendous asset and no doubt will stay one in his new role.

I respectfully ask for your ratification of the recommendation.

Denise M Dembkoski



STOW FIRE DEPARTMENT

511 Great Road
Stow, Massachusetts 01775
Phone (978) 897-4537
Fax (978) 461-1400
Firechief@stow-ma.gov

John P Benoit
Fire Chief

July 6, 2022

Town Administrator
Denise Dembkoski
380 Great Rd.
Stow, MA 01775

Denise,

I respectfully request your recommendation to appoint Judson Swinimer to the Position of Call Firefighter/EMT with the Stow Fire Department. Although Judson has resigned from the position of Fulltime Firefighter to peruse a position on Wayland Fire. Judson wishes to continue his service with Stow as a Call Firefighter/EMT. Judson's experience with our operation will afford him the opportunity to fill a much-needed void in our Per-Diem staffing.

Please let me know if you require any other information regarding this candidate.

Respectfully,

John P Benoit
Fire Chief

DISCUSSION & POSSIBLE VOTE

Stow Conservation Trust Bike for the Woods

Sunday, August 28, 2022
9 a.m. to 12 noon

The event been shared with the appropriate staff, and these comments were received:

- Board of Health: No permits are required
- Chief Sallese: Safety Plan is attached

Joyce Sampson

From: Jim Salvie, Town Moderator
Sent: Friday, June 24, 2022 2:18 PM
To: Denise Dembkoski; selectboard; Chief Michael Sallèse
Subject: Bike for the Woods
Attachments: App narrative.docx; Bike_for_the_Woods_5_mile_2022.pdf; Bike_for_the_Woods_14_mile_2022.pdf; Bike_for_the_Woods_37_mile_2022.pdf; Bike_for_the_Woods_65_mile_2022.pdf

Hi — on behalf of the Stow Conservation Trust's Bike for the Woods, I'm applying for permission to use the Lower Common and to hold the bike ride on Sunday, August 28, 2022 at 9 a.m to approximately noon. I'd appreciate if the Select Board could consider this at their July 12 meeting. I have tried to include in my narrative document the information that I saw in the draft events application, though much of it does not apply. Via this email I am also asking Chief Sallèse to have the Safety Officer review our plan in time for the Board's meeting on July 12 (which presumably means the deadline to include anything in their packet is more like Thursday July 7th).

The bottom line, I think, is that we propose no changes to the route or registration from what we have done for the past two years.

Please let me know if you need more information. I will plan to attend the Board's meeting on the 12th. Thank you.

Jim Salvie



Application to Select Board for Permit
Stow Conservation Trust's Bike for the Woods 2022

Overview

The Bike for the Woods is an annual charity bike ride benefitting the Stow Conservation Trust. It offers routes of varying length for cyclists of different abilities and tastes: 5 miles for families, and 14, 37 and 65 miles for more serious cyclists. Although all the routes begin and end in Stow, much of mileage is in the neighboring towns of Harvard, Littleton, Acton, Bolton, Hudson, and Marlborough. The ride is scheduled for Sunday, August 28, 2022 at 9 a.m.

We seek permission to have the registration desk on the north side of the Lower Common, near the old Papa Gino's (see attached). This will serve as the beginning and end point for all routes.

Approximately 100 to 120 cyclists ride the Bike for the Woods. The fee to participate is \$20 for adults, \$15 for kids 12 and under if registering in advance; fees for "day of" registration are \$5 higher.

Although the "official" start is 9 a.m., many riders begin whenever they are ready. Riders quickly break up into small groups and there are no large pelotons. We do not believe a police detail is required and none has been required before.

Routes

Maps of all routes are attached. There are no changes from the past two years. In previous years, there was one challenging intersection in Stow—cyclists traveled northward on Packard Rd and turned left on Taylor Road. That left turn has been eliminated in the past few years in favor of a left turn from Boxboro Road onto Taylor. Although this is still a left turn, visibility of oncoming traffic on Boxboro Road is excellent.

In addition, riders on the most "serious" 65 mile route will travel northward on Wheeler Road and turn left on Rte 117/Great Road. Although this is a busy intersection, sight distance is good and there is a stop sign. There have been no problems in the past and only a handful of riders do this route.

Registration and Food

Registration will consist of two tables with food and waivers for the riders to sign and a few chairs. Available for riders at the registration desk will be food from local area vendors, including bananas and peaches, pre-packaged fig bars, granola bars and "energy bars," cider donuts from Honey Pot, coffee and cider, and baked goods (most likely muffins or scones). Riders will be encouraged to eat and to take something with them. We have confirmed with the Stow Board of Health that a permit from them is not required.

There will be no "port-a-johns," no scaffolding, no stage, and most likely no cover of any kind. In case of rain a volunteer might supply a small tent cover for the tables.

Parking

Parking will be in the Linear shopping mall lot. We have not sought any special permission from Linear because all riders will arrive before 9 a.m and the vast majority will have departed by noon. On a Sunday morning, there should not be a conflict.

Insurance

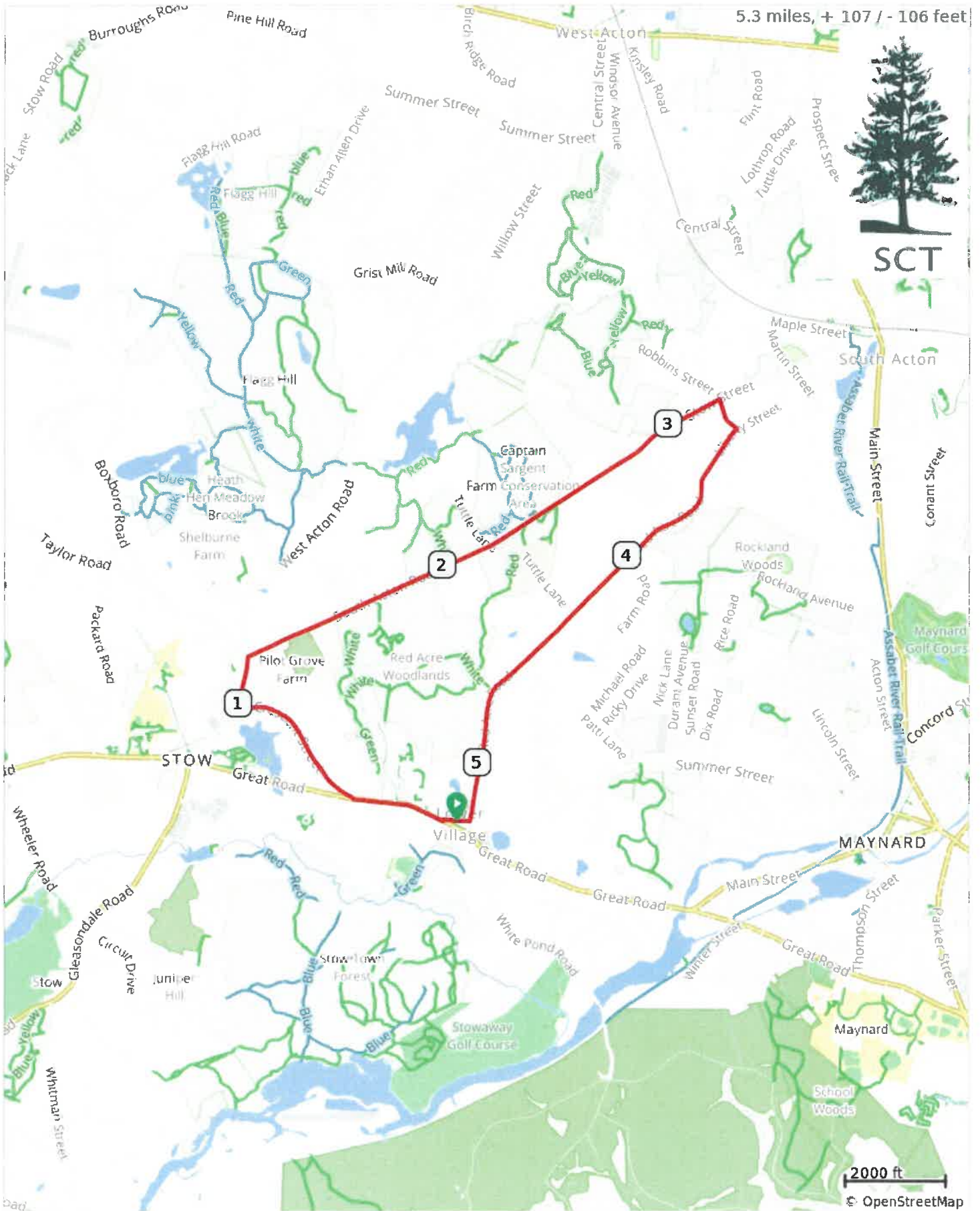
Stow Conservation Trust carries a liability policy that covers fundraising events such as Bike for the Woods. That policy renews at the beginning of August so we will supply a copy of the applicable insurance certificate to the Select Board after August 1 but before the date of the ride.

Contact

Please contact Jim Salvie at jimsalvie@comcast.net or 978-760-3118. Jim will be at your July 12 meeting.

Thank you for your consideration.

Stow Bike for the Woods 5 miles







SCT

2000 ft

© OpenStreetMap

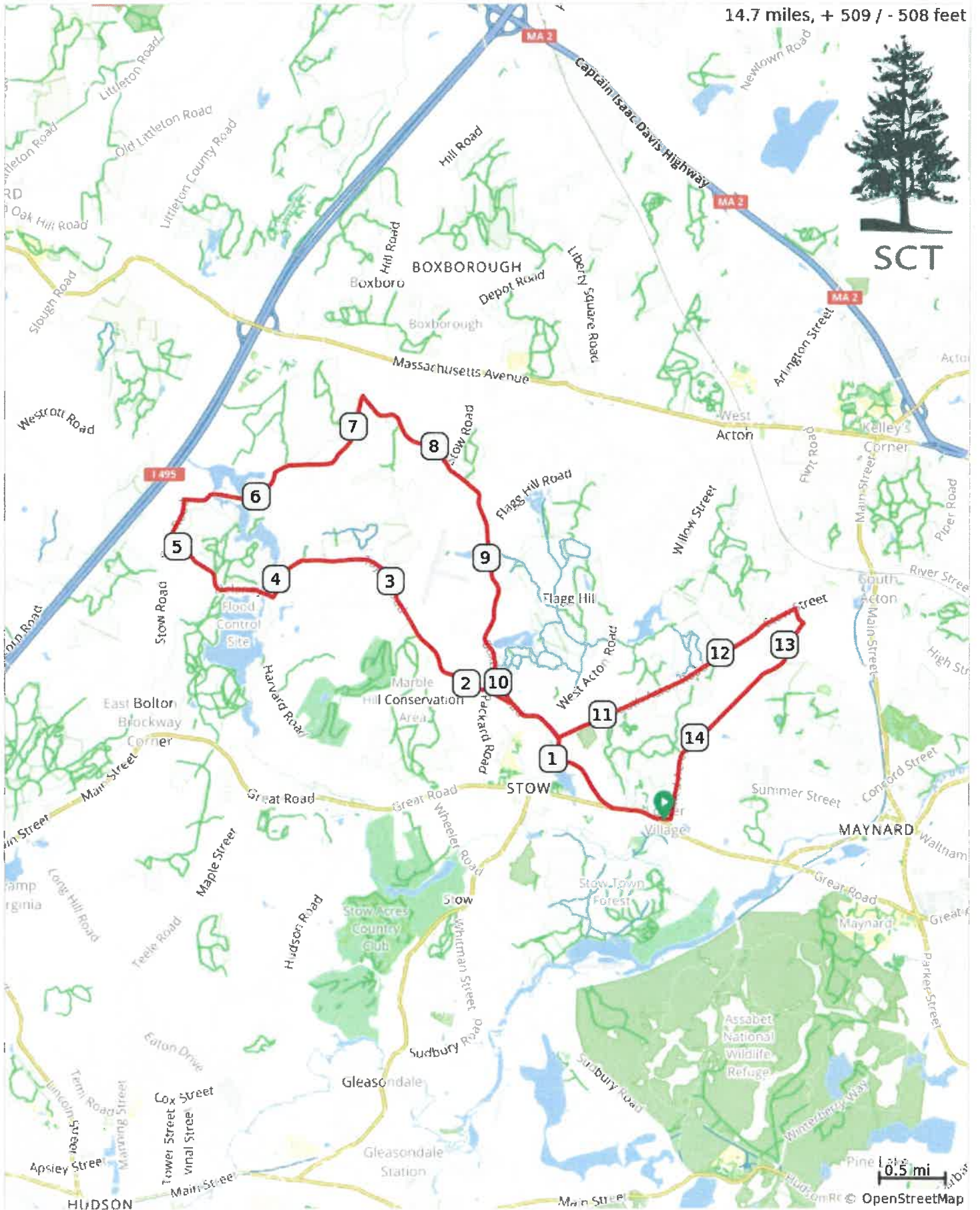
2021

Stow Bike for the Woods 5 miles

Dist	Type	Note
0.0		Start of route
0.0		Left
0.1		Right onto Great Road, MA 62, MA 117
0.4		Keep right onto Crescent Street
1.0		Keep right onto West Acton Road
1.2		Right onto South Acton Road
3.2		Right onto Robbins Street
3.3		Right onto Liberty Street
5.2		Right onto Gardner Street
5.3		End of route

5.3 miles. +107/-106 feet

Stow Bike for the Woods 14 miles



Stow Bike for the Woods 14 miles

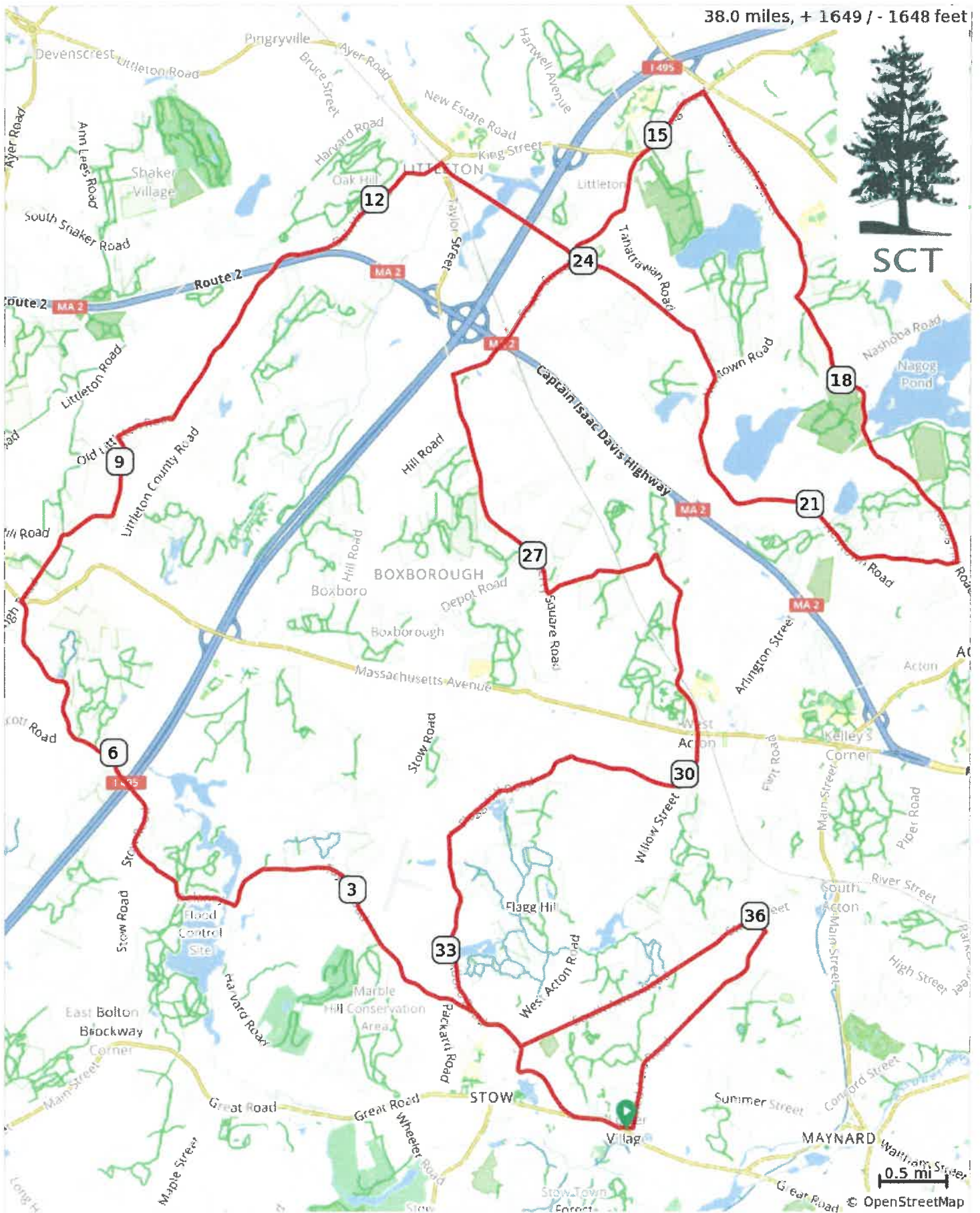
Dist	Type	Note
0.1	→	Right onto Great Road, MA 62, MA 117
0.4	↗	Keep right onto Crescent Street
1.0	→	Right onto West Acton Road
1.2	↖	Keep left onto Boxboro Road
1.6	↖	Keep left onto Taylor Road
3.8	↖	Keep left onto No Name Road
3.9	↑	Continue onto Garner Road
4.1	→	Right onto Harvard Road
5.1	↗	Slight right onto Stow Road
5.4	→	Right onto Eldridge Road
6.0	↖	Keep left onto Old Harvard Road
7.3	↘	Sharp right onto Burroughs Road
7.9	↗	Keep right onto Chester Road
8.2	↗	Slight right onto Stow Road
10.6	←	Left onto Boxboro Road

10.6 miles. +446/-433 feet

Dist	Type	Note
12.6	→	Right onto Robbins Street
12.8	→	Right onto Liberty Street
14.7	→	Right onto Gardner Street
14.7	📍	End of route

4.1 miles. +55/-31 feet

Stow Bike for the Woods 37 miles



Stow Bike for the Woods 37 miles

Dist	Type	Note
0.1	→	Right onto Great Road, MA 62, MA 117
0.4	↗	Keep right onto Crescent Street
1.0	→	Right onto West Acton Road
1.2	↖	Keep left onto Boxboro Road
1.6	↖	Keep left onto Taylor Road
3.9	↖	Keep left onto No Name Road
4.0	↑	Continue onto Garner Road
4.3	→	Right onto Harvard Road
5.2	↗	Slight right onto Stow Road
7.6	→	Right onto Slough Road
8.2	↗	Keep right onto Slough Road
8.6	↖	Keep left onto Pinnacle Road
9.2	→	Right onto Old Littleton Road
9.6	↖	Keep left onto Old Littleton Road
12.4	↖	Slight left onto Sanderson Road

12.4 miles. +653/-630 feet

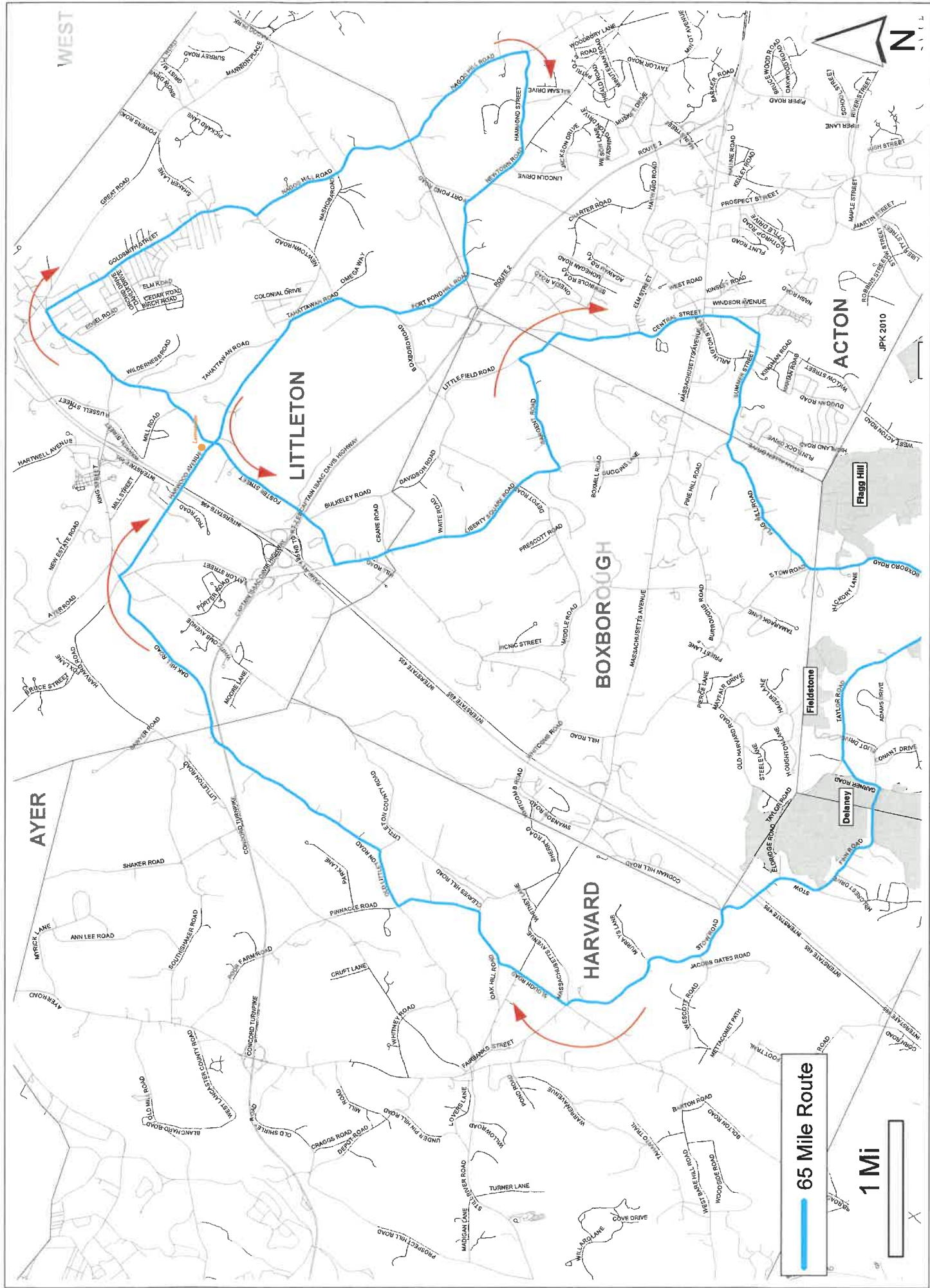
Dist	Type	Note
12.6	→	Right onto Harwood Avenue
13.8	↙	Sharp left onto Foster Street
14.4	↖	Slight left onto Foster Street
14.7	↗	Keep right onto Foster Street
14.8	↗	Slight right onto King Street, MA 2A, MA 110
15.5	→	Right onto Goldsmith Street
17.3	←	Left onto Nagog Hill Road
19.7	→	Right onto Hammond Street
20.5	↗	Slight right onto Newtown Road
22.0	↑	Continue onto Newtown Road
22.6	↖	Keep left onto Tahattawan Road
23.0	↖	Slight left onto Harwood Avenue
23.2	↑	Continue onto Harwood Avenue
24.1	↙	Sharp left onto Foster Street
25.4	←	Left onto Taylor Street

13.0 miles. +665/-587 feet

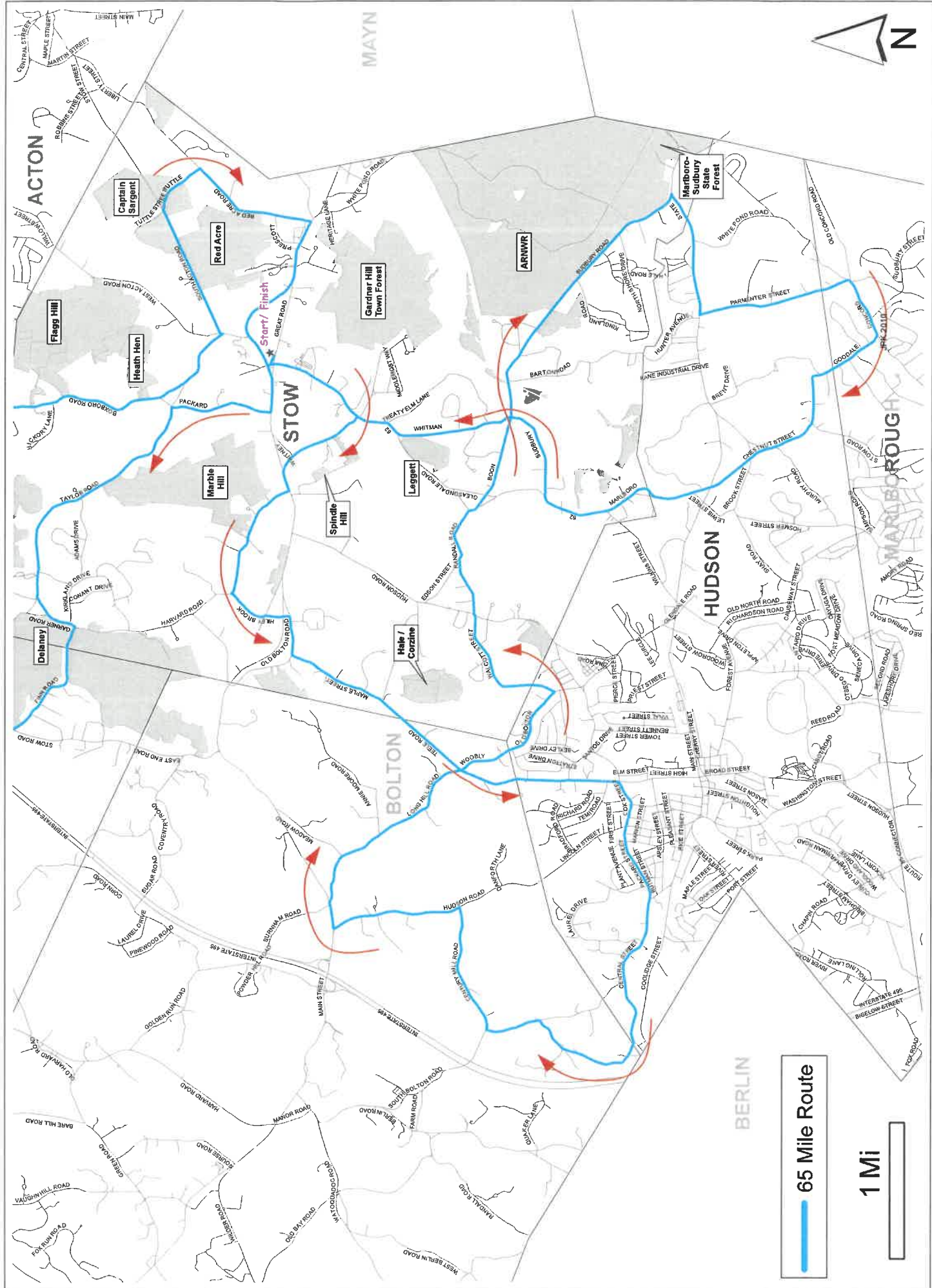
Dist	Type	Note
27.3	←	Left onto Sargent Road
28.2	→	Right onto Littlefield Road
28.5	→	Right onto Central Street
29.9	↗	Keep right onto Willow Street
30.1	→	Right onto Summer Street
30.9	↖	Keep left onto Flagg Hill Road
32.1	←	Left onto Stow Road
34.0	←	Left onto Boxboro Road
36.0	→	Right onto Robbins Street
36.1	→	Right onto Liberty Street
38.0	→	Right onto Gardner Street
38.0	📍	End of route

12.6 miles. +293/-325 feet

SCT Bike for the Woods



SCT Bike for the Woods





Town of Stow POLICE DEPARTMENT

305 Great Road
Stow, Massachusetts 01775

(978) 897-4545
FAX (978) 897-3692

Michael Sallese
Chief of Police

Stow Conservation Trust's annual Bike for the Woods

August 28, 2022

Prepared By: Chief Sallese and Detective Kusz

The Bike for the Woods is a family friendly ride to support the Stow Conservation Trust, which protects open space in the town of Stow, MA. The next ride will be August 28, 2022.

On-site registration starts at 9:0am, and the ride begins at 9am and runs through approximately 12PM. The starting line is at the Stow Shopping Plaza at 113 Great Road.

There are several different routes that are taken during this event spanning from a five mile bike ride up to a 64 mile bike ride.

Stow Routes:

-5-mile loop is flat and kid-friendly, going on South Acton Road which has a wide shoulder, and back down Red Acre Road



-14-mile route heads up a sharp hill on Taylor Road then into Harvard. Not for children under 10.



-37-mile route loops north with challenging hills in Stow and Harvard. Not recommended for kids under 12 as it is hilly and requires multiple gears. Ride through Stow, Harvard, Littleton, and Acton. You can cut off 10 miles by taking a right at the Lemonade Stand on Foster Street, mile at mile 13



-metric century (64 miles) starts with the hilly 37-mile route and then follows a southern loop. Ride through Stow, Harvard, Littleton, Bolton, Acton, and Hudson



Here is a list of the routes that will include Stow Town roads for all the rides:
Library hill Road, Crescent Street, Great Road, Packard Road, Taylor Road, Harvard Road, Boxboro Road, West Acton Road, Tuttle Road, Red Acre Road, South Acton Road, Common Road, No Name Road, Garner Road, Gardner Road, Walcott St, Hudson Road, Randall Road, Sudbury Road, State Road, Chestnut Street, Marlborough Road, Gleasondale Road, Whitman Street

Participants:

In 2021 the ride had approximately 100-150 riders that participated in this event. This year's event plans to have between 150-200 riders.

Patrol Cars:

Due to the several different routes that riders will be taking their will be participants spread out all over Stow ranging from back roads to Route 117 and Route 62. Patrol cars are to remain vigilant for any problems that may arise on high traffic roads. Also patrol cars are to assist with any traffic problems that may arise.

Details:

No details are required for this event.

Sign Board:

The signboard will be posted in the center of town to notifying all motorists of the event

Signs: Spray painted arrows on pavement, clearly marked, including all splits

Notifications:

The public will be notified via Facebook/Twitter/Instagram

A list of maps will be printed out and a copy of instructions placed in dispatch for patrol officers to review

Stow Fire and EMS will be notified prior to the ride and the morning of

Weather policy: In the event of dangerous weather, the ride will be cancelled. A cancellation notice will be posted on the events webpage as well as public safety social media.

**Traffic Safety Advisory Committee
request for a Stop Sign
at Garner and Harvard Road**



TOWN OF STOW, MA
SELECT BOARD

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Select Board of the Town of Stow,
it is hereby

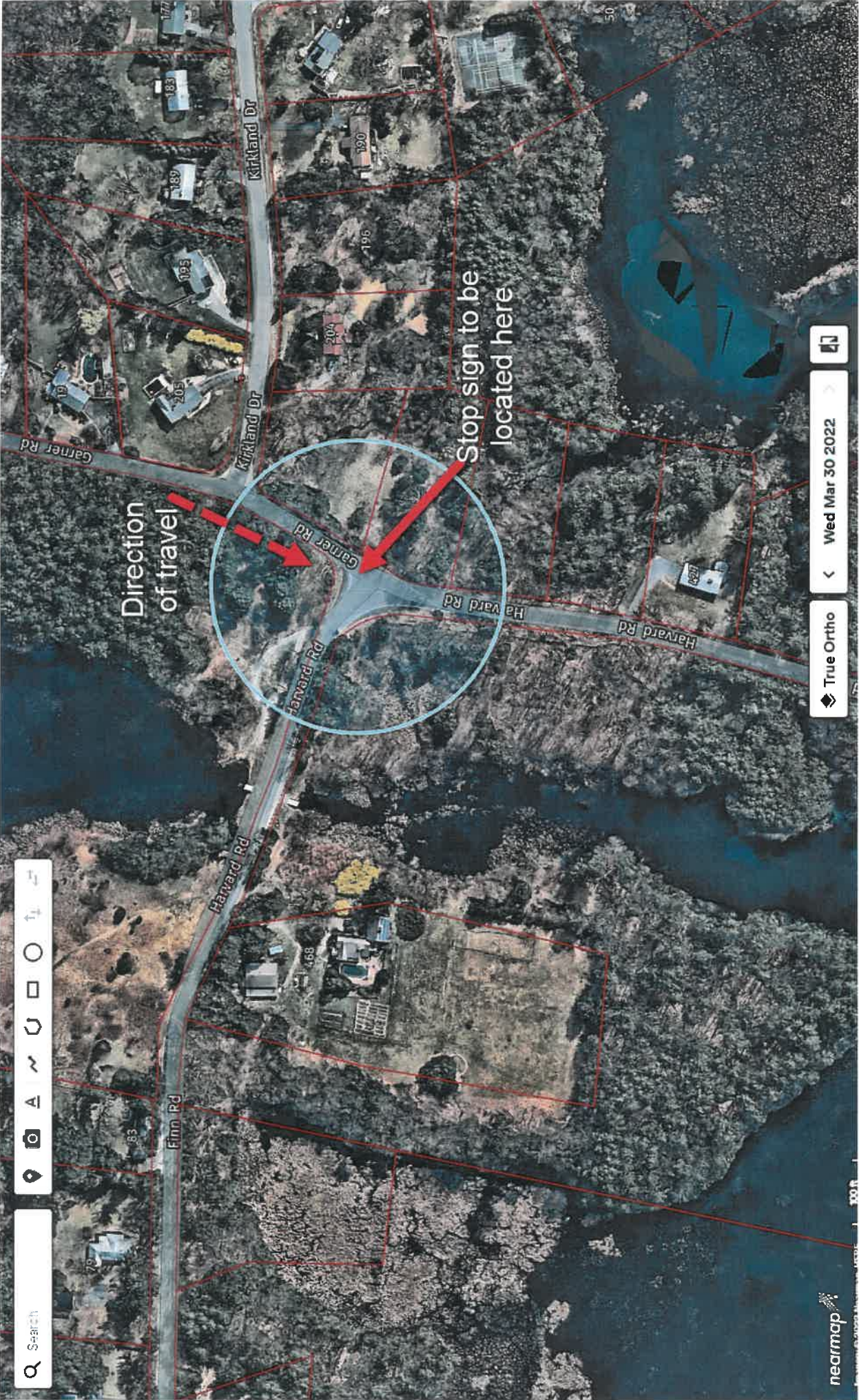
VOTED: In accordance with the provisions of Chapter 89, Section 9 of the
Massachusetts General Laws, the following street is designated as a stop
street at the intersection and in the direction indicated:

South-eastbound drivers on GARNER ROAD must stop at the
intersection of HARVARD ROAD.

SELECT BOARD

Date of Passage _____

Attest of Town Clerk _____



Search



True Ortho Wed Mar 30 2022

nearmap

Direction of travel

Stop sign to be located here

Review & Sign the
Purchase & Sales Agreement
for the
North Course of Stow Acres



Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Dolores Hamilton
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Stow Acres Purchase and Sale of the North Course

Date: July 6, 2022

Beginning on November 1, 2021, the day after our Special Town Meeting, Kathy Sferra and I have been working with our counsel and representatives from Stow Acres to negotiate for the Town to purchase the North Course of the Stow Acres Golf Course.

The Purchase and Sale Agreement before you tonight is a culmination of the last several years of discussions, articles at Town Meeting, and 8 months of negotiations.

In this agreement, we have incorporated the five and ten year lease back to Stow Acres for the driving range and 9-holes of golf. We have also accounted for contingencies if we do not receive the State Grant for the funding to purchase the property, and addressed what each party's responsibility is until the closing.

While we are not expecting the closing for several months, and only after the MVP Grants have been announced and we have secured the necessary funding, it will be a tremendous step forward to have this Agreement signed.

I look forward to discussing this Purchase & Sales Agreement with you this evening. Thank you.

AGREEMENT OF PURCHASE AND SALE

BY AND BETWEEN

STOW HOLDINGS LLC,

AS SELLER

AND

TOWN OF STOW,

AS PURCHASER

Date: July _____, 2022

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “**Agreement**”) is made and entered into as of this ___ day of July, 2022 (the “**Effective Date**”) by and between **STOW HOLDINGS LLC**, a Massachusetts limited liability company (“**Seller**”), and the **TOWN OF STOW**, a municipality organized under the laws of the Commonwealth of Massachusetts (“**Purchaser**”).

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1 Sale of Property. Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to, the following:

1.1.1. Land and Improvements. Those certain parcels of real property containing 109.6820 acres, more or less, on Randall Road in Stow, Massachusetts, commonly known as the “North Course,” shown as the entirety of “Parcel D” on a plan entitled “Plan of Land in Stow, Massachusetts,” dated January 2002, prepared by Acton Survey & Engineering, Inc. (the “**2002 Plan**”) recorded with the Middlesex South District Registry of Deeds as Plan 76 of 2002 (Assessor’s Map R11, Lot 11A) and a portion of “Parcel G” as shown on the 2002 Plan (Assessor’s Map R11, Lot 25B-3), and further shown as “Parcel G1” and “Lot 13” on the plan entitled “Plan of Land in Stow, Massachusetts (Middlesex County),” dated June 8, 2022, prepared by Stamski and McNary, Inc. (the “**Plan**”), attached as **Exhibit A** and incorporated herein by reference (the “**Land**”), subject to such minor adjustments as may be agreed upon between the Seller and the Buyer, so long as the acreage of the Land to be acquired hereunder is not less than 109.6820 acres, together with all improvements located thereon, if any (the “**Improvements**”), subject to the retained rights of the Seller described in Section 5.7 (the “**Retained Rights**”). Seller is not selling to the Purchaser that property shown as “Lot G2” on the Plan (the “**Development Parcel**”), which is currently subject to an Agreement of Purchase and Sale dated as of October 29, 2021 (the “**Development PSA**”), by and between Seller and MCO & Associates, Inc. (the “**Developer**”). The Land and the Development Parcel shall be shown on a plan, as further described in Section 10.1.2 (the “**Survey**”). The Land and Improvements are a portion of those premises described in a deed dated April 22, 2016 recorded with the Middlesex South District Registry of Deeds in Book 67309, Page 266.

1.1.2. Property. All rights, privileges and easements appurtenant to Seller's interest in the Land and the Improvements, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all mineral and water rights and all easements, licenses, covenants and other rights-of-way or other appurtenances used in connection with the beneficial

use and enjoyment of the Land and the Improvements (the Land, the Improvements and all such easements and appurtenances are sometimes collectively referred to herein as, the “**Property**”). It is hereby acknowledged by the parties that Seller shall not convey to Purchaser any (a) claims relating to any real property tax refunds or rebates, and/or (b) existing insurance claims that are applicable to the period prior to the Closing (as hereinafter defined), all of which claims shall be reserved by Seller.

ARTICLE II.

Purchase Price; Deposit

2.1 Purchase Price. The purchase price for the Property shall be THREE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$3,535,000.00) (the “**Purchase Price**”), of which One Thousand and no/100 Dollars shall be paid within five (5) days of the Effective Date (the “**Deposit**”). Seller is making a gift to the Purchaser for public charitable and conservation purposes, the value of which shall be the difference between the value of the unencumbered Property, less the Purchase Price, in accordance with 26 U.S.C. § 170(h). Purchaser agrees to cooperate with the Seller as needed to validate the charitable gift, provided, however, Purchaser shall not be obligated to represent or certify to Seller the value of said charitable gift. The balance of the Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing, by wire transfer of immediately available federal funds. The Purchase Price reflects that Purchaser has received an adjustment in its favor in the amount of \$1,065,000 as follows (i) \$1,000,000 with respect to prepaid rent payable by Seller regarding the Retained Rights Agreement, as more particularly described in Section 5.7 herein, and (ii) \$65,000.00 in partial payment of the real estate taxes that would otherwise be owed to the Town under a payment in lieu of taxes (PILOT) agreement in connection with the Retained Rights Agreement described in Section 5.7.

2.2 Deposit. (a) Within five (5) days after the Effective Date, Purchaser will deposit the Deposit with Title Company (as defined in Section 3.1) as escrow agent (in such capacity, “**Escrow Agent**”) in a federally-insured non-interest bearing money market account.

(b) The Deposit shall be applied to the Purchase Price at Closing or shall be disbursed as otherwise provided herein. Escrow Agent's obligation to disburse the Deposit to the party entitled thereto under the terms of this Agreement, as and when provided herein, shall survive the termination of this Agreement.

(c) In the event that this Agreement is terminated for any reason other than Purchaser’s default under Section 13.2, the Deposit shall be returned to Purchaser within five (5) business days of said termination, regardless of whether the return of said Deposit is stated elsewhere in this Agreement. The foregoing obligation shall survive the termination of this Agreement and constitute a “Surviving Termination Obligation” (as defined in Section 16.2).

2.3 Buy-Down of Seller’s Occupancy Rights in the Driving Range Parcel. From and after the Closing, Seller shall have retained rights in the Property, including without limitation, the right to occupy a parcel of land for five (5) years, described in Section 5.7 of this Agreement

as the Driving Range Parcel. Purchaser has the right, but not the obligation, to buy-down the occupancy term for the Driving Range Parcel as follows: (i) in the event Purchaser pays to Seller the amount of \$500,000.00 (in addition to the Purchase Price) on or before that date which is two years and six months after the Closing Date, the occupancy term of Retained Rights Agreement with respect to the Driving Range Parcel shall be reduced to three (3) years; and (ii) in the event Purchaser pays to Seller the amount of \$250,000.00 (in addition to the Purchase Price) on or before that date which is three years and six months after the Closing Date, the occupancy term of the Retained Rights Agreement with respect to the Driving Range Parcel shall be reduced to four (4) years.

ARTICLE III.

Title Company

3.1 Title Company. Marsh, Moriarty, Ontell & Golder, P.C., as agent for Chicago Title Insurance Company (the “**Title Company**”) is executing this Agreement to acknowledge Title Company's responsibilities and rights hereunder. Any amendment to this Agreement which alters the Title Company's responsibilities and/or rights hereunder not executed by the Title Company shall be effective as to the parties thereto, but shall not be binding upon the Title Company. The Title Company shall accept any funds deposited into escrow with the Title Company pursuant to this Agreement with the understanding of the parties that the Title Company is not a party to this Agreement except to the extent of its specific responsibilities and rights hereunder, and does not assume or have any liability for the performance or non-performance of Purchaser or Seller hereunder. Additional provisions with respect to the Title Company are set forth in Section 16.17 and **Exhibit F**.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1 Closing. The closing of the purchase and sale of the Property (the “**Closing**”) shall occur on December 31, 2022 or such earlier date as may be agreed to by both Seller and Purchaser (as the same may be extended in accordance with this Agreement, the “**Closing Date**”). The parties shall not conduct an “in person” Closing. Rather, the Closing shall be held through escrow, with each party delivering all closing documents to the offices of the Title Company, or at such other place agreed to by Seller and Purchaser. Closing shall be deemed to have occurred when Title Company has been instructed by both parties to record the Deed (as hereinafter defined) and disburse the adjusted Purchase Price to Seller. Time is hereby made of the essence.

4.2 Prorations. All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations on and after the Closing Date. The provisions of this Section 4.2 shall survive the Closing.

4.2.1. Taxes. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property through to, but not including, the Closing Date. Any taxes prepaid by Seller shall not be refunded. The parties agree that no taxes will be assessed on the Land after the deed conveying the Land to Purchaser has been recorded except for taxes on those parcels subject to the Retained Rights Agreement, which taxes shall be payable by Seller until such time as Seller no longer uses or occupies said parcels, all as more particularly reflected in the Retained Rights Agreement, and defined therein as “Lessee’s Tax Consideration.” Pursuant to M.G.L. c. 64D, §1, no deed excise stamp tax is due and payable with respect to the transaction contemplated hereby.

4.2.2. Insurance. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall obtain any insurance coverage deemed necessary or appropriate by Purchaser.

4.2.3. Utilities. Utilities, if any, shall be prorated as of the Closing Date.

4.2.4. Calculations. All prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year.

4.3. Closing Costs. Seller shall pay (a) the fees of any counsel representing Seller in connection with this transaction; (b) one-half of any escrow fee charged by the Title Company; (c) all State, County and local transfer taxes and fees payable upon the transfer of the Property to Purchaser (other than the fees for recording the Deed (as defined below)); and (d) the cost of the Survey, including the cost of any changes requested by Purchaser to the Survey. Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) one-half of any escrow fee charged by the Title Company; (iii) the cost of Purchaser’s title policy (the “**Title Policy**”), including any endorsements requested by Purchaser to the Title Policy; and (iv) the fees for recording the Deed. Any other costs or expenses incident to this transaction and the closing thereof not expressly provided for above shall be allocated between and paid by the parties in accordance with custom and practice in the Commonwealth of Massachusetts, and to the extent applicable, the Real Estate Bar Association for Massachusetts (formerly the Massachusetts Conveyancer’s Association).

The provisions of this Article IV shall survive the Closing

ARTICLE V.

Purchaser's Right of Inspection; Inspection Period; Retained Rights; Uniform Procurement Act

5.1. Right to Evaluate. From the Effective Date until 5:00 p.m. (local time at the Property) through that date with is one hundred twenty (120) days from the Effective Date (the “**Inspection Period**”), Purchaser and its agents shall have the right between the hours of 9:00 a.m. local time and 5:00 p.m. local time (with notice given to Seller at least forty-eight (48) hours’ in advance, which may be notice solely by electronic mail) and subject to Seller’s right of possession

and the rights of possession of any other occupant of the Premises, at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, including, without limitation, appraisals, engineering studies, environmental studies and underwriting analyses including, without limitation, if Purchaser's MA Licensed Site Professional (“**Purchaser's LSP**”) has a reasonable basis to conclude that invasive or underground environmental testing is warranted, any ground borings or invasive testing of the Property (collectively, “**Physical Testing**”). In the event Purchaser desires to conduct Physical Testing of the Property, then Purchaser shall submit to Seller a written detailed description of the scope and extent of the proposed Physical Testing. In no event shall Seller be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property recommended by any Physical Testing. Purchaser shall deliver the results of any Physical Testing promptly to Seller and Seller's MA Licensed Site Professional (if known to Purchaser); and such Physical Testing shall be subject to the indemnification, insurance, and restoration provisions contained herein.

In the event that Purchaser determines that it is required by applicable law to notify a federal, state or local governmental agency or any other party with respect to the conditions at the Property as a result of any Physical Testing, or any other investigation Purchaser conducts at the Property, Purchaser shall promptly notify Seller thereof and Seller shall make such disclosure as it deems appropriate. If Seller determines not to notify such public agency or other party after receipt of the aforesaid notice from Purchaser, and Purchaser reasonably determines that it is required by law to make such disclosure, then Purchaser may make such disclosure (subject to the terms and conditions of this paragraph) after providing Seller with prior written notice thereof. Purchaser shall exercise commercially reasonable efforts to preserve the confidentiality of all information it obtains via its investigations at the Property, including, without limitation, reasonably cooperating with Seller to obtain an appropriate court order or other reliable assurance that confidential treatment will be accorded such information by such public agency, and shall disclose only such information which it is legally required to disclose.

After making such tests and inspections, Purchaser agrees to promptly restore the Property to substantially the same condition in which the Property was found prior to such tests and inspections (which obligation shall survive the termination of this Agreement). Prior to Purchaser entering the Property to conduct the inspections and tests described above, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: commercial liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence (\$2,000,000.00, in the aggregate), together with umbrella coverage of at least Two Million and No/100 Dollars (\$2,000,000.00), such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and tests. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any inspection.

5.2. Inspection Obligations and Indemnity. Purchaser and its contractors shall: (a) not unreasonably disturb Seller's or any other occupant's use of the Property; (b) not interfere with the operation and maintenance of the Property; (c) not damage any part of the Property or any personal property owned or held by Seller; (d) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees; (e) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (g) restore any damage caused to the Improvements and the surface of the Property as a result of the exercise of the rights granted herein to substantially the same condition in which the Property was found before any such inspection or tests were undertaken; and (h) not (1) disclose (or allow any of its agents, consultants and representatives to disclose) any information obtained during the Inspection Period concerning the Property to any party other than the Purchaser and Purchaser's agents, employees, representatives, consultants, contractors, attorneys, and board or commission members, and others with a reasonable business purpose to know (with Purchaser, the "**Purchaser Parties**"), and Seller's agents, consultants and representatives, unless Seller otherwise requests, or (2) submit any filings or make any notifications regarding the Property to any governmental entity or other party, unless required by law. Purchaser shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property and Physical Testing. Purchaser shall, and does hereby agree, to the extent permitted by law, to indemnify, defend and hold the Seller, its partners, agents and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees) to the extent arising out of any Purchaser Party's actions taken in, on or about the Property in the exercise of the inspection right granted pursuant to Section 5.1, including, without limitation, Purchaser's obligations pursuant to this Section 5.2; provided, however, in no event shall Purchaser be liable for any diminution in value of the Property or for any other cost, expense, or liability resulting from the discovery of any pre-existing conditions (including, without limitation, any Hazardous Materials) on or under the Property, or be obligated to defend, indemnify or hold harmless any of the above-named indemnitees for their own negligence or willful misconduct. This Section 5.2 shall survive the Closing and/or any termination of this Agreement.

5.3. Seller Deliveries. To the extent not previously delivered to Purchaser, Seller shall deliver to Purchaser all of the items specified on Exhibit B attached hereto (the "**Documents**"), within three (3) business days after the Effective Date to the extent such items are in Seller's possession or under its reasonable control. Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of or conclusions drawn in the information contained in the Documents, if any, relating to the Property, provided, however, that Seller represents and warrants it has no actual knowledge (as defined in Section 7.2) that same are materially incomplete, inaccurate or untrue. Further, if Seller has not delivered to Purchaser any of the Documents within such three (3) business day period, it will constitute Seller's deemed representation and warranty that, to Seller's knowledge, Seller does not have such Documents within its possession or under its reasonable control. Seller has no obligation to deliver or make available to Purchaser Seller's internal memoranda, attorney-client privileged materials, internal appraisals, economic evaluations of the Property, nor any reports regarding the Property prepared by Seller or its affiliates solely for internal use or for the information of the investors in Seller. Purchaser acknowledges that any and all of the Documents that are not otherwise known by or

available to the public are proprietary and confidential in nature and will be delivered to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Property. Except as may be required by law, Purchaser agrees not to disclose such non-public Documents, or any of the provisions, terms or conditions thereof, to any party outside of Purchaser's organization other than its agents, consultants and representatives and other Purchaser Parties. Purchaser shall return all of the Documents or certify that it has destroyed all the documents, on or before three (3) business days after the first to occur of (a) such time as Purchaser notifies Seller in writing that it shall not acquire the Property, or (b) such time as this Agreement is terminated for any reason. This Section 5.3 shall survive any termination of this Agreement.

5.4. Independent Examination. Purchaser hereby acknowledges that, except as provided in Section 7.1, Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon the Documents and/or any statements of Seller or of any officer, director, employee, agent, broker, manager or attorney of Seller with respect to acquiring the Property. Seller shall not be deemed to have represented or warranted the completeness or accuracy of any studies, investigations and reports heretofore or hereafter furnished to Purchaser (but nothing in the foregoing limits the terms of Section 5.3). The provisions of this Section 5.4 shall survive Closing and/or termination of this Agreement.

5.5. Termination Right. Notwithstanding anything in this Agreement that may be expressed or implied to the contrary, in the event that Purchaser determines, in Purchaser's sole and absolute discretion, that it does not desire, for any or no reason, to acquire the Property (including, without limitation, if it is not satisfied with the title to the Property, whether or not the exception(s) with which it is not satisfied is a Permitted Exception), Purchaser shall provide written notice (the "**Termination Notice**") to Seller before the end of the Inspection Period, and, subject to the Surviving Termination Obligations, the Deposit shall be returned to Purchaser and this Agreement shall terminate and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely provide the Termination Notice to Seller on or before the expiration of the Inspection Period, time being of the essence, the termination right described in this Section 5.5 shall be immediately null and void and of no further force or effect and Purchaser shall be deemed to have elected to proceed with this Agreement pursuant to its terms and to be satisfied with its inspections and examination of the Property. Purchaser's failure to provide the Termination Notice on or before the end of the Inspection Period shall constitute Purchaser's waiver of the herein-described termination right (that is, the termination right contained in Section 5.5; for the purpose of clarity, it is not a waiver of any termination rights set forth elsewhere in this Agreement that remain in force and effect at that time in accordance with their terms). Notwithstanding any provision of this Agreement, this is an "all or none" transaction and Purchaser has no right to terminate this Agreement as to merely a portion of the Property, as opposed to the entire Property.

5.6. Copies of Reports. As additional consideration for the transaction contemplated herein, Purchaser agrees that if it terminates this Agreement other than due to a Seller default, it will provide to Seller, within ten (10) business days following a written request therefor, copies of any and all third (3rd) party reports, tests or studies relating to the Property obtained by Purchaser, including but not limited to those involving environmental matters. Notwithstanding any provision

of this Agreement, no termination of this Agreement, other than a termination because of a Seller default, shall terminate Purchaser's obligations pursuant to the foregoing sentence.

5.7 Retained Rights. At Closing, Seller and Purchaser shall enter into an agreement substantially in the form of **Exhibit C** attached hereto (the “**Retained Rights Agreement**”) pursuant to which Seller shall have the right to occupy certain portions of the Property, being (i) a parcel containing approximately 58.75 acres, more or less, to be used for a 9-hole golf course, (the “**Golf Course Parcel**”), which parcel is shown on the sketch plan entitled “Stow Acres North Seller Occupancy Plan,” dated June 14, 2022 (the “**Seller Occupancy Plan**”), attached hereto as **Exhibit D**, for a period of ten (10) years from the date of the Closing, (ii) a parcel containing approximately 10.91 acres, more or less, to be used for a driving range, which parcel is approximately shown on the Seller Occupancy Plan (the “**Driving Range Parcel**”), for a period of five (5) years from the date of the Closing, and (iii) a parcel of approximately 15.16 acres, comprising the 13.04 acre parcel reflected on the Seller Occupancy Plan (being the 11th and 12th holes of the current North course), together with the 1.76 acre parcel and the 0.36 acre parcel reflected on the Seller Occupancy Plan (the “**Additional Holes Parcel**”) for a period commencing on the date of Closing and continuing through December 1, 2023. The size, location and boundaries of the Golf Course Parcel and the Driving Range Parcel (collectively, the “**Boundaries**”) may be shown on a more precise plan (which plan is not required to be a recordable plan), prepared by the Purchaser, subject to the reasonable approval of the Seller. Prior to the date of Closing, Seller shall have the right to remove from the Property the sod currently located on all putting greens, the sprinkler heads, and the sand from the sand traps, provided, however, Seller shall restore any disturbed area, including, loaming and seeding.

5.8 Intentionally Omitted.

5.9 Uniform Procurement Act. Seller acknowledges that Purchaser is obligated to comply with the requirements established by M.G.L. c.30B (the “**Uniform Procurement Act**”) in connection with Purchaser’s acquisition of the Property. Purchaser covenants to use its best commercially reasonable efforts to cause the requirements of the Uniform Procurement Act to be satisfied on or before the Closing Date.

ARTICLE VI.

Title and Survey Matters

6.1. Title.

(a) It shall be a condition to Purchaser’s obligation to close that title to the Property shall be good, insurable and marketable, subject only to the Permitted Exceptions. Purchaser shall obtain, at Purchaser’s expense, from the Title Company, an ALTA owner’s title insurance commitment (the “**Commitment**”) covering the Property. If Purchaser has objections to the title to the Property (including any objections based on lack of access to a public way), or to Survey matters, Purchaser shall, no later than five (5) business days prior to the expiration of the Inspection Period (or at any time prior to such date if Purchaser so elects), deliver to Seller copy of the Commitment, copies of any title exception documents, and a letter in writing specifying

those title matters identified in the Commitment or on the Survey which Purchaser disapproves (the “**Title/Survey Objections**”). Notwithstanding anything herein to the contrary, Purchaser may not object to (and the following shall constitute part of the Permitted Exceptions): (a) applicable zoning, subdivision, building and other laws and regulations; (b) liens for non-delinquent taxes, assessments and governmental charges not yet due and payable; or (c) all matters, whether or not of record, that arise out of the actions of Purchaser or Purchaser’s agents, representatives, and other Purchaser Parties entering the Premises under this Agreement. Seller shall have the right, but not the obligation (except for Voluntary Liens, defined below), to Remove (as defined below) any Title/Survey Objections. Within two (2) business days after receipt of Purchaser’s Title/Survey Objections, Seller shall notify Purchaser in writing whether Seller elects to attempt to Remove such Title/Survey Objections (and Seller’s failure to send such a notice to Purchaser within such 2-business day period shall be deemed an election not to Remove such Title/Survey Objections).

(b) If Seller elects or is deemed to elect not to Remove any Title/Survey Objections, Purchaser shall notify Seller in writing prior to the expiration of the Inspection Period whether Purchaser elects either to (i) proceed to the Closing notwithstanding Seller’s election or deemed election not to Remove all such Title/Survey Objections, and without reduction of the Purchase Price, and in such event all Title/Survey Objections that Seller has elected or is deemed to have elected not to Remove shall be Permitted Exceptions; or (ii) terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, the Deposit shall be returned to Purchaser and this Agreement shall terminate and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except for the Surviving Termination Obligations. If Purchaser fails to respond one way or the other prior to the expiration of said Inspection Period, Purchaser shall be deemed to have elected to proceed under clause (i) of this Section 6.1(b) (to be clear, if the Inspection Period has not yet expired, then Purchaser still has its Inspection Period termination rights under Section 5.5). If Seller elects to Remove any Title/Survey Objections, and provided that Purchaser shall not have previously terminated this Agreement pursuant to its terms, Seller shall have until the date of Closing to use good faith efforts to attempt to Remove the same, and Removal of same shall be a condition to Purchaser’s obligation to close (to be clear, the Deposit shall be returned to Purchaser unless Purchaser affirmatively elects to continue to Closing, without a reduction in the Purchase Price). “**Remove**”, “**Removed**” and “**Removal**”, with respect to any Title/Survey Objection, shall mean that Seller causes the Title Company to (a) remove or omit the same from Purchaser’s Title Policy, or (b) affirmatively insure over the same as an exception to the Purchaser’s Title Policy, provided that such affirmative insurance is (i) not expressly excluded from being available to Purchaser’s successors and assigns and Purchaser’s lenders, (ii) is reasonably acceptable to Purchaser, and (iii) provided without any additional cost or liability to Purchaser.

Purchaser and Seller hereby agree that “**Permitted Exceptions**” shall mean the following (in addition to the matters set forth above, to which Purchaser is not allowed to object): (1) any exception, exclusion from coverage or other matter shown in the Commitment or the Survey (or if there is no Survey, then all matters that an ALTA “as-built” survey would show) or otherwise of record as of (i) as to title, the date of the Commitment, and (ii) as to Survey, if there is a Survey then as of the date of the Survey and if there is no Survey then as of the end of the Inspection Period, but, in each case, only to the extent that (x) the matter was not identified in writing to Seller as a Title/Survey Objection within said applicable time period or (y) Purchaser objected to same

but Seller has not agreed to Remove pursuant to the foregoing objection and response process and yet Purchaser elects to go forward with the transaction, in which event, as discussed above, there shall be no reduction in Purchase Price due to such matter (to be clear, in all events Seller must Remove Voluntary Liens, defined below), (2) any title or survey matter that Seller has elected to Remove but despite good faith efforts is not able to Remove by the Closing and yet Purchaser elects to go forward with the transaction (without a reduction in Purchase Price, as discussed above), (3) the Survey and (4) any matters deemed to be Permitted Exceptions in accordance with Section 6.1(c) below.

(c) Following the expiration of the Inspection Period, Purchaser may, at or prior to Closing, notify Seller in writing of any additional objections to any matters which are not Permitted Exceptions, which are first disclosed on an update to the Commitment and which have a material adverse effect on the value of the Property or Purchaser's anticipated use thereof, including, without limitations, those matters set forth in Section 10.2.9 (the "**Second Objection Letter**"). With respect to any such objections to title set forth in such Second Objection Letter, Purchaser shall have the option to deliver Seller written notice of Purchaser's objection thereto, and Seller shall have the same option to elect to Remove such objections and, if Seller elects not to Remove any of the same on or before the date that is three (3) business days after Seller's receipt of Purchaser's objection thereto (and, in any event, prior to Closing), Purchaser shall have the same option to proceed to Closing and accept title subject to such objections (in such event all such objections that Seller has elected or is deemed to have elected not to Remove shall be Permitted Exceptions) or to terminate this Agreement as those objections made by Purchaser in said Second Objection Letter.

(d) Notwithstanding the foregoing, at or prior to the Closing, Seller shall be obligated to pay off, discharge or otherwise remove at its sole cost and expense, prior to the Closing, any and all mortgages and monetary liens granted by written instrument executed by Seller that encumber the Property, regardless of whether or not Purchaser has objected to such liens pursuant to this Section 6.1 ("Voluntary Liens").

(e) Notwithstanding anything to the contrary herein, Seller shall have the right to adjourn the Closing Date by up to thirty (30) days for purposes of Removing (or attempting to Remove) any Title/Survey Objection that Seller has elected to Remove or otherwise fulfilling (or attempting to fulfill) its obligations under this Section 6.1, and during such extended time Seller shall continue using good faith efforts to effectuate such Removal.

(f) Notwithstanding anything in this Agreement to the contrary, nothing herein shall impair Purchaser's ability to terminate this Agreement for any or no reason (including, without limitation, any or no reason with respect to title or survey) by written notice delivered to Seller prior to the expiration of the Inspection Period, in Purchaser's sole and absolute discretion.

ARTICLE VII.

Representations and Warranties of the Seller

7.1. **Seller's Representations.** Seller represents and warrants to Purchaser that the following matters are true and correct as of the Effective Date and Seller shall recertify these representations and warranties as of the Closing Date by virtue of its delivery of the Seller's Bring-Down Certificate (defined below in this Agreement).

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

(b) Seller is the sole owner of the Property and it has not granted any rights of first refusal or rights of first or last offer, or options, or other pre-emptive rights that would adversely affect Seller's ability to consummate the transaction provided in this Agreement or be binding on Seller following the Closing.

(c) This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and no person whose consent is required for Seller's execution of this Agreement or for Seller to fulfill its obligations hereunder is under any legal disability that will adversely affect the enforceability of this Agreement.

(d) This Agreement does not, to Seller's actual knowledge, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(e) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(f) All documents to be executed by Seller which are to be delivered at Closing, will, at the time of Closing, (i) be duly authorized, executed and delivered by Seller (it being acknowledged that a deed signed under a power of attorney will not be satisfactory), (ii) be legal, valid and binding obligations of Seller, and (iii) not violate, to Seller's actual knowledge, any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(g) Seller has not entered into leases, licenses, or other occupancy agreements which would be binding on Purchaser after Closing.

(h) To Seller's actual knowledge, as of the Effective Date, Seller has received no written notice that any investigation, action or proceeding is pending or threatened, which (i) questions the validity of this Agreement or any action taken or to be taken pursuant hereto, or (ii) involves condemnation or eminent domain proceedings against the Property or any material portion thereof.

(i) To Seller's actual knowledge, as of the Effective Date, Seller has not received any written notice from any governmental authority alleging that the Property is in material violation of any applicable law which violation remains uncured.

(j) Seller is not a "foreign person" within the meaning of Section 1445 of the United States Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(k) There is no legal action, suit or other legal or administrative proceeding pending before any court or administrative agency relating to the Property, and, to Seller's knowledge, there is no threatened legal action, suit or other legal or administrative proceeding relating to the Property or relating to Seller and which, in each case, could materially affect Seller's ability to perform its obligations under this Agreement.

7.2. Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to the best of Seller's knowledge", or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of Peter Brown, and Seller represents that the foregoing is the individual with the primary responsibility for overseeing the operation and sale of the Property. Such individual shall have no personal liability hereunder.

7.3. Limitations on Representations/Waiver. Seller will promptly notify Purchaser of any material change in facts (or discovery of facts which Seller did not know existed as of the effective date of this Agreement) which arise after the Effective Date hereof and prior to the Closing which make Seller unable to recertify (via the Seller Bring-Down Certificate) such representations and warranties as of the Closing (including, a recertification of a representation or warranty that is to Seller's knowledge, because now Seller does have contrary knowledge), and unless Seller shall rectify the cause of such change or otherwise cure the adverse effect of such change by the original or extended time for Closing hereunder, Purchaser shall have the option of terminating this Agreement by notifying the Seller thereof in writing prior to the Closing, in which event this Agreement shall be null and void and without recourse to the parties hereto except for the Surviving Termination Obligations. Except as may be otherwise provided in Section 13.1, Seller shall have no liability for such change in facts (or discovery of facts that previously existed but Seller did not know about). If only Purchaser (not Seller) has actual knowledge of the applicable material change in facts, then Purchaser shall not have any termination right under this Section 7.3 on account thereof unless Purchaser informs Seller of such material change in facts on or before ten (10) days after obtaining actual knowledge of such material change, in which event the provisions set forth above in this Section 7.3 shall apply, just as though it were Seller who brought the matter to Purchaser's attention and not the other way around. Seller may elect to extend the Closing for up to thirty (30) additional days to use its commercially reasonable efforts to resolve any such matter. The inaccuracy or inconsistency of Seller's representations and warranties shall be deemed material for purposes of the foregoing and for all other purposes under this Agreement, including, without limitation, Section 10.2.1, only if such representations and warranties have a material adverse effect on the value of the Property (after taking into account any cure Seller may effect or protection that Seller may provide to Purchaser against such material

and adverse effect) or on Purchaser's contemplated use of the Property, or pose a risk of Purchaser incurring a material liability due to such matter post-Closing; the word "material" as used in the preceding sentence shall mean any decrease in value by \$25,000 or liability, cost or loss reasonably expected to exceed \$5,000.00. Notwithstanding anything to the contrary herein: (a) except as may be otherwise provided in Section 13.1, Purchaser's sole remedy with respect to any misrepresentation or breach of a representation or warranty under this Agreement, in whole or in part, that is known to Purchaser prior to Closing shall be to terminate this Agreement in accordance with this Section 7.3 and obtain a full refund of its Deposit, and (b) if Purchaser has actual knowledge of a misrepresentation or breach of a representation or warranty prior to Closing and Purchaser nonetheless proceeds with the Closing hereunder, then Purchaser shall not have any right to bring any action against Seller based on such misrepresentation or breach following the Closing.

7.4. Survival. The express representations and warranties of Seller made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is nine (9) months after the date of the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect. The provisions of this Section 7.4 shall survive the Closing. Any claim which Purchaser may have at any time against Seller for a breach of any such representation or warranty, whether such breach is known or unknown, which is not specifically asserted by written notice to Seller within such nine (9) month period shall not be valid or effective, and Seller shall have no liability with respect thereto. Notwithstanding any provision herein to the contrary, in no event shall Seller have any liability for breach of any representation, warranty, indemnity or covenant set forth in this Agreement or in any closing document in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), in the aggregate.

ARTICLE VIII.

Representations and Warranties of Purchaser

8.1. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date and Purchaser shall be deemed to re-certify such matters as of the Closing Date:

(a) Purchaser is a Massachusetts municipality, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

(b) This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and no person whose consent is required for

Purchaser's execution of this Agreement or for Purchaser to fulfill its obligations hereunder is under any legal disability that will adversely affect the enforceability of this Agreement.

(c) This Agreement does not, to Purchaser's actual knowledge, violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

(d) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Purchaser.

(e) All documents to be executed by Purchaser which are to be delivered at Closing, will, at the time of Closing, (a) be duly authorized, executed and delivered by Purchaser (it being acknowledged that a deed signed under a power of attorney will not be satisfactory), (b) be legal, valid and binding obligations of Purchaser and (c) not violate, to Purchaser's actual knowledge, any provision of any agreement or judicial order pertaining to the Property to which Purchaser is a party or to which Purchaser is subject.

For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to Purchaser's knowledge", or the "knowledge" of Purchaser or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of Denise Demboski, the Town Administrator. Such individual shall have no personal liability hereunder.

8.2. Survival.

(a) The express representations and warranties of Purchaser made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is nine (9) months after the date of the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect.

(b) Notwithstanding anything to the contrary herein: (a) except as may be otherwise provided in Section 13.2, Seller's sole remedy with respect to any misrepresentation or breach of a representation or warranty under this Agreement, in whole or in part, that is known to Seller prior to Closing shall be to terminate this Agreement, and (b) if Seller has actual knowledge of a misrepresentation or breach of a representation or warranty prior to Closing and Seller nonetheless proceeds with the Closing hereunder, then Seller shall not have any right to bring any action against Purchaser based on such misrepresentation or breach following the Closing.

8.3. Purchaser's Acknowledgment. Purchaser acknowledges and agrees that, except as expressly provided in Section 7.1 of this Agreement, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the

Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and except as expressly set forth in Section 7.1 of this Agreement, specifically that Seller has not made, does not make and specifically disclaims any representations regarding the presence, existence or absence of Hazardous Materials (as defined below), toxic substance or other environmental matters. Purchaser further acknowledges and agrees that, except as expressly provided in Section 7.1, having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that, except as expressly set forth in Section 7.1, any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information. **Purchaser further acknowledges and agrees that, except as expressly provided in Section 7.1 of this Agreement, and as a material inducement to the execution and delivery of this Agreement by Seller, the sale of the Property as provided for herein is made on an “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS.”** Purchaser acknowledges, represents and warrants that Purchaser is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Purchaser freely and fairly agreed to this acknowledgment as part of the negotiations for the transaction contemplated by this Agreement. **“Hazardous Materials”** shall mean any substance which is or contains: (i) any “hazardous substance” as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) or any regulations promulgated thereunder (commonly known as “CERCLA”), or the Superfund Amendments and Reauthorization Act (commonly known as “SARA”); (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) or regulations promulgated thereunder; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) mold, mildew, fungus or other potentially dangerous organisms; (ix) any putrescible or non-putrescible solid, semisolid, liquid or gaseous waste of any type; and (x) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders or decrees now or hereafter enacted, promulgated, or amended, of the United States, the states (including without limitation, “Hazardous Material” as defined in Massachusetts General Laws Chapter 21E, Section 2), the counties, the cities or any other political subdivisions in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including ambient air,

surface water, ground water or land or soil) or which are prohibited by 7 U.S.C. Section 136 et seq. or 42 U.S.C. Section 300f et seq.

8.3. Purchaser's Release. Purchaser on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's direct and indirect members, Seller's affiliates and their respective officers, owners, shareholders, trustees, employees, agents, accountants, lawyers and other professionals, and their respective heirs, successors, personal representatives and assigns from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property, (ii) the condition of title to the Property, (iii) the presence on, under or about the Property of any mold or hazardous or regulated substance, (iv) the Property's compliance with any applicable federal, state or local law, rule or regulation, or (v) any other condition of the Property; provided, however, the foregoing release does not release Seller for liability for any breach of the representations and warranties of Seller set forth in Section 7.1 of this Agreement. The release set forth in this Section 8.3 includes, without limitation, claims of which Purchaser is presently unaware or which Purchaser does not presently suspect to exist which, if known by Purchaser, would materially affect Purchaser's release to Seller. The terms and provisions of this Section 8.3 shall survive Closing and/or termination of this Agreement. To be clear, the foregoing is a *release* of Seller and those associated with Seller, and is *not* an agreement to indemnify such parties if third parties (including the government) bring a claim against Seller or any of such parties based on any of the matters as to which Purchaser is giving this release.

ARTICLE IX.

Seller's Interim Operating Covenants

9.1. Operations. Seller shall, to the extent applicable, continue to operate, manage and maintain the Property through the Closing Date in the ordinary course of Seller's business and substantially in accordance with Seller's present practice, subject to ordinary wear and tear and further subject to Article XII of this Agreement.

9.2. No Conveyances, Leases, Transfers, or the Like. Seller shall not convey any interest in the Property to any third party, including, without limitation, any mortgages, sales, leases, licenses, occupancy agreements (written or verbal) or other types of conveyances, transfers, or the like.

ARTICLE X.

Closing Conditions

10.1. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to sell the Property and consummate the other transactions contemplated hereby shall

be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

10.1.1. Representations, Warranties and Covenants of Purchaser. All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Purchaser shall be acceptable to Seller, and Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Purchaser prior to the Closing Date.

10.1.2. Subdivision; Open Space/Recreation Plan. The Seller is required, prior to September 1, 2022, to cause the Developer to prepare a plan (the “**Survey**”) legally subdividing the Property from the Development Parcel, consistent with the Plan. The Survey shall be approved (or endorsed with a certification that approval is not required) by the Stow Planning Board in accordance with the Massachusetts Subdivision Control Law and the Stow Rules and Regulations Governing the Subdivision of Land (the “**Subdivision Approval**”) and be in proper form for recording. Prior to the Closing Date all applicable appeal periods shall have expired with respect to this plan.

10.1.3. Seller Occupancy Plan. The Seller and Purchaser shall agree upon the final Seller Occupancy Plan, as more fully described in Section 5.7.

10.1.4. Uniform Procurement Act. All requirements of the Uniform Procurement Act with respect to acquisition of the Property, if applicable, shall have been satisfied, as evidenced by publication of the so-called “uniqueness determination” in the Central Register at least thirty (30) days prior to Closing and no objections having been filed.

10.2. Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except as otherwise provided below or to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

10.2.1. Representations, Warranties and Covenants of Seller. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. To be clear, the foregoing is merely a condition to Purchaser’s obligation to close. Any changes to such representations disclosed by Seller shall be acceptable to Purchaser, and Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.2. Fundraising. The parties agree and acknowledge that in order to finance the purchase of the Property, Purchaser must raise \$1,035,000.00 (the “**Targeted Amount**”) through fundraising efforts, including, but not limited to, grants. It shall be a condition to closing

that Purchaser has been successful in raising the Targeted Amount by the Closing Date. In the event Purchaser is unable to raise the Targeted Amount by the Closing Date, i.e., December 31, 2022, Purchaser shall advise Seller in writing by November 1, 2022, in which case the Closing Date shall automatically be extended until December 31, 2023 to allow Purchaser additional time to raise the Targeted Amount. Purchaser shall keep Seller informed as to the status of its fundraising efforts on a regular basis. Notwithstanding any extension of the Closing Date to allow Purchaser to raise the Targeted Amount, the parties agree to Close the transaction within forty-five (45) days after Purchaser raises the Targeted Amount.

10.2.3. Uniform Procurement Act. All requirements of the Uniform Procurement Act with respect to acquisition of the Property, if applicable, shall have been satisfied, as described above.

10.2.4. Relocation Waiver. Seller shall have waived any rights Seller may have to relocation benefits under the provisions of M.G.L. c. 79A.

10.2.5. Subdivision/Open Space Recreation Plan. The conditions set forth in Section 10.1.2 are also a condition to Purchaser's obligation to close.

10.2.6. Possession of the Property. Delivery by Seller of possession of the Property in substantially the same condition the Property was in as of the Effective Date, and free and clear of tenants and other occupants and the personal property of Seller (subject to Seller's Retained Rights in the Golf Course Parcel and the Driving Range Parcel).

10.2.7. Title to Property. The Seller shall deliver title to the Property in the condition required herein, subject to Permitted Exceptions and free of Voluntary Liens.

10.2.8. Ongoing Obligations. Except for the Survey, after expiration of the Inspection Period, there shall be no new Order of Conditions, environmental order, permit, approval or license binding on the Property that requires any expenditure of funds or places on Purchaser any material obligations or liabilities, without the express written approval of Purchaser, which shall not be unreasonably withheld.

10.3. Failure/Waiver of Conditions Precedent. The conditions to Closing described in this Article X are for the benefit of the parties in whose favor such conditions run. Each party shall be entitled to waive any or all of the conditions precedent which are intended to run to its benefit and to proceed with the Closing under this Agreement notwithstanding the failure of any such condition precedent. If any party shall proceed with the Closing despite the failure of any conditions precedent, then the applicable party in whose favor such condition ran shall be deemed to have waived and released any rights or remedies which it might have with respect to such failure. If any condition set forth in Section 10.2 is not satisfied as of the Closing Date, then Purchaser shall promptly deliver a written notice thereof to Seller and Seller shall have the right to cause such condition to be satisfied and shall be entitled to a reasonable extension of the Closing Date (not to exceed thirty (30) days) for purposes of the same. Subject to the foregoing cure right, as applicable, in the event any of the conditions set forth in this Article X are neither waived nor fulfilled as of Closing, the party for whose benefit the applicable condition exists may terminate

this Agreement and exercise such rights and remedies, if any, that such party may have pursuant to the terms of Article XIII. If this Agreement is terminated as a result of the failure of any condition set forth in this Article X that is not also a default hereunder, then after such termination, neither party shall have any further rights or obligations hereunder for which the failure of a condition set forth in this Article X has occurred, except for the Surviving Termination Obligations (including the return of the Deposit). This Section 10.3 shall survive the Closing.

ARTICLE XI.

Closing

11.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following, duly executed by Purchaser and acknowledged, as applicable:

11.1.1. The remainder of the Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before 10:00 a.m. Boston, Massachusetts time.

11.1.2. Intentionally deleted

11.1.3. A settlement statement showing the Purchase Price and all prorations and adjustments made by the parties in accordance with the terms and conditions of this Agreement, which settlement statement shall be in a form and substance reasonably satisfactory to Seller and Purchaser (the "**Settlement Statement**").

11.1.4. A certificate duly executed by Purchaser certifying that all of the representations and warranties of Purchaser set forth in Section 8.1 of this Agreement are true and correct in all material respects and remade on and as of the Closing Date.

11.1.5. Two (2) duly executed counterparts of the Retained Rights Agreement.

11.1.6. Any additional documents that the Title Company may reasonably require Purchaser to deliver for the proper consummation of the transaction contemplated by this Agreement, provided, however, that Purchaser shall not be required to execute any such additional document that imposes any additional obligation or liability on Purchaser.

11.2. Seller's Closing Obligations. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following, duly executed by Seller and acknowledged, as applicable:

11.2.1. A Massachusetts Quitclaim Deed (the "**Deed**").

11.2.2. Intentionally deleted.

11.2.3. A certificate substantially in the form attached hereto as **Exhibit E** (“**Non-Foreign Entity Certificate**”) certifying that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

11.2.4. A certificate duly executed by Seller certifying that all of the representations and warranties of Seller set forth in Section 7.1 of this Agreement are true and correct in all material respects and remade on and as of the Closing Date (“Seller’s Bring-Down Certificate”); provided, however, that (subject to the provisions of Section 7.3) if any of such representations and warranties have changed since the Effective Date, then Seller shall revise such representations and warranties to conform to the changed circumstances and shall set forth such changed representations and warranties in such certificate. Seller acknowledges that, if Seller shall deliver a Seller’s Bring-Down Certificate that fails to recertify one or more of such representations or warranties or that revises such representations and warranties, then Purchaser shall have the rights and remedies set forth in Section 7.3.

11.2.5. A customary title affidavit reasonably acceptable to Seller and such evidence or documents as may be reasonably required by the Title Company relating to and sufficient to delete any exceptions for the status and capacity of Seller and the authority of the individuals who are executing the various documents on behalf of Seller in connection with the sale of the Property

11.2.6. The Survey in recordable form (if not previously recorded), showing the Property, the Development Parcel, the Golf Course Lease Parcel and the Driving Range Lease Parcel.

11.2.7. Intentionally deleted

11.2.8. Any additional documents that the Title Company may reasonably require Seller to deliver for the proper consummation of the transaction contemplated by this Agreement, provided, however, that Seller shall not be required to execute any such additional document that imposes any additional obligation or liability on Seller.

11.2.9. A Disclosure of Beneficial Interest in Real Estate form, as required by M.G.L. c. 7C, §38.

11.2.10. If required by the Title Company, a 1099S form.

11.2.11. A signed Settlement Statement.

11.2.12 Two (2) duly executed counterparts of the Retained Rights Agreement.

ARTICLE XII.

Risk of Loss

12.1. Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty (a “**Casualty**”), Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If such condemnation or casualty is “**Material**” (as hereinafter defined), Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) business days after receipt of Seller's notice, and if necessary to effectuate the foregoing the Closing Date shall be deemed extended to the second (2nd) business day following such ten (10) business day period. If this Agreement is so terminated, then neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder except with respect to the Deposit and the other Surviving Termination Obligations. If this Agreement is not terminated, Seller shall not be obligated to repair any damage or destruction but (a) Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds, as applicable, (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such Casualty or condemnation, and (b) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a Purchase Price credit in the amount of the applicable insurance deductible.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and Seller shall assign, without recourse, all awards or any rights to collect awards to Purchaser on the Closing Date.

12.3. Casualty Not Material. If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a Purchase Price credit in the amount of the applicable deductible and any damage from such Casualty not covered by the insurance proceeds and Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any reasonable (i) costs of repairs, and (ii) collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such Casualty and credit the Purchase Price with the amount of any applicable insurance deductible.

12.4. Materiality. For purposes of this Article XII, with respect to a taking by condemnation or eminent domain, the term “**Material**” shall mean a taking that is not by or on behalf of Purchaser and that (i) causes the value of the Property to decrease by greater than \$25,000.00, as reasonably estimated by a neutral third party appraiser or qualified consultant, or (ii) without implying that the following would not also qualify under subpart (i) above, results in the loss of, or material impediment to access to the Property or the use of the Property for the purposes set forth herein. For purposes of this Article XII, with respect to a Casualty, the term “**Material**” shall mean any Casualty such that the cost to make such repairs as are necessary to cause the Property to be in a reasonably safe condition, as reasonably estimated by a neutral third party engineer, is in excess of \$25,000.00.

ARTICLE XIII.

Default

13.1. Default by Seller. In the event of the material default of Seller, which continues for a period of ten (10) business days following Purchaser's written notice thereof to Seller (or, if the cure requires a longer period of time, then such longer period of time as may be required, not to exceed thirty (30) days); provided, however, that there shall be no cure period for deliberate failure to close on the Closing Date, Purchaser may elect, as the sole and exclusive remedy of Purchaser, to (a) terminate this Agreement and receive back the Deposit, and in addition Seller shall reimburse Purchaser for an amount equal to the amount of all documented, out-of-pocket costs and expenses (including reasonable attorneys' fees of Town Counsel) paid by Purchaser to unaffiliated third parties in performing due diligence and enforcing its rights under this Agreement, which amount shall in no event exceed Fifty Thousand and No/100 Dollars (\$50,000.00), and in the event Purchaser so terminates this Agreement, Seller shall not have any other liability whatsoever to Purchaser hereunder except with respect to the Surviving Termination Obligations (including the return of the Deposit), or (b) enforce specific performance of Seller's obligations, provided that Purchaser files a specific performance action against Seller within forty-five (45) days of the scheduled Closing Date. Notwithstanding the foregoing, nothing contained herein shall limit Purchaser's remedies at law or in equity, as to the Surviving Termination Obligations. A default shall not be considered "material" if the remedy of termination would be unjust or unfair in light of the limited magnitude or consequence of the default.

13.2. Default by Purchaser. In the event of the material default of Purchaser, which continues for a period of ten (10) business days following Seller's written notice thereof to Purchaser (or, if the cure requires a longer period of time, then such longer period of time as may be required, not to exceed thirty (30) days); provided, however, that there shall be no cure period for deliberate failure to close on the Closing Date, then Seller shall have the right to terminate this Agreement and, without limiting the foregoing termination right, Seller shall be entitled to receive and retain the Deposit as its sole and exclusive remedy at law and equity, subject to any Surviving Termination Obligations. In the event that Seller elects to terminate this Agreement due to Purchaser's default, then this Agreement shall be terminated and, except for Seller retention of the Deposit, neither Seller nor Purchaser shall have any further rights or obligations hereunder except with respect to the Surviving Termination Obligations. A default shall not be considered "material" if the remedy of termination would be unjust or unfair in light of the limited magnitude or consequence of the default.

ARTICLE XIV.

Brokers

Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Purchaser hereby agrees, to the extent permitted by law, to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by Seller by reason of

KP Law, P.C.
101 Arch Street
Boston, MA 02110
Email: kklein@k-plaw.com

To Seller: Stow Holdings LLC
258 Andover Street
Georgetown, MA 01833
Attn: Peter Brown
Email: peterb@blackswancountryclub.com

With a copy to: Nutter, McClennen & Fish, LLP
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: Mark W. McCarthy, Esq.
Email: mmccarthy@nutter.com

To Title Company: Marsh, Moriarty, Ontell & Golder, P.C.
for Chicago Title Insurance Company
99 Rosewood Drive, Suite 220
Danvers, MA 01923
Attn: Jeffrey L. Ontell, Esq.
Email: jontell@mmoglaw.com

16.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the state in which the Property is located, and any disputes shall be brought within the courts of said state (or, if applicable, a federal court within said state), without regard to the conflict of laws principles thereof.

16.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

16.4. Effective Date. This Agreement shall be effective upon delivery of this Agreement fully executed by Seller and Purchaser, which date shall be deemed the Effective Date hereof. Either party may request that the other party promptly execute a memorandum specifying the Effective Date.

16.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or Federal holiday for which financial

institutions or post offices are generally closed in the state where the Property is located, or the Registry of Deeds in the county where the Property is located is closed.

16.6. Counterparts, Etc. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one fully executed original Amendment, binding upon the parties hereto, notwithstanding that all of the parties hereto may not be signatories to the same counterpart. Additionally, telecopied, DocuSigned or e-mailed signatures may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the telecopied, DocuSigned or e-mailed document, are aware that the other party will rely on the telecopied, DocuSigned or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

16.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement.

16.8. Assignment. Purchaser shall not have the right to assign this Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion. Purchaser shall in no event, at any time, be released from any of its obligations or liabilities hereunder as a result of any assignment.

16.9. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.10. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

16.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.12. Survival. Except for those rights and obligations under this Agreement which by their terms expressly survive the termination of this Agreement (collectively, the "**Surviving**

Termination Obligations”), the provisions of this Agreement shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein. Every obligation under this Agreement that by its nature is to be performed post-Closing shall survive the Closing, even if not expressly stated elsewhere in this Agreement.

16.13. Exhibits. Exhibits A through F attached hereto are incorporated herein by reference.

16.14. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

16.15. Limitation of Liability. The obligations of Seller are binding only on Seller's interest in the Property and the proceeds therefrom and shall not be personally binding upon, nor shall any resort be had to, any other assets of Seller nor the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller's employees or agents. All documents executed by Seller shall be deemed to contain (even if not expressly stated) the foregoing exculpation. In no event shall either party be liable for any indirect, consequential, special, and/or punitive damages.

16.16. Intentionally Omitted.

16.17. Escrow Agreement.

16.17.1. Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with the Title Company, and, upon receipt of this Agreement (executed by Purchaser and Seller), the Title Company shall immediately execute this Agreement where provided below. The parties agree to execute the Title Company's standard form of escrow agreement if so requested by the Title Company, subject to such changes as the Title Company and the parties hereto may agree (each acting reasonably), and to the extent, if any, that such escrow agreement gives the Title Company greater rights and protections than are set forth in Exhibit F hereto, the provisions of such escrow agreement shall control. This Agreement and Exhibit F, and such Title Company standard form of escrow agreement if applicable, together with such further instructions, if any, as the parties shall provide to the Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of the Title Company hereunder are not acceptable to the Title Company, or if the Title Company requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually reasonably approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

16.17.2. Real Estate Reporting Person. The Title Company is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by the Title Company shall so provide. Upon the consummation of the transaction

contemplated by this Agreement, the Title Company shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to the Title Company and shall otherwise reasonably cooperate with the Title Company in connection with the Title Company's duties as real estate reporting person.

16.18. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction, by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

16.19. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date set forth above.

SELLER:

STOW HOLDINGS LLC

By: 
Name: Peter Brown
Title: Manager

PURCHASER:

TOWN OF STOW,
By its Select Board

Megan Birch-McMichael, Chair

Ellen S. Sturgis, Clerk

Cortni Frecha, Member

Ingeborg Hegemann Clark, Member

TITLE COMPANY JOINDER

The Title Company hereby executes this Agreement for the sole purpose of acknowledging its responsibilities hereunder and to evidence its consent to serve as the Title Company in accordance with the terms of this Agreement.

TITLE COMPANY:

MARSH, MORIARTY, ONTELL & GOLDER,
P.C., As Agent for Chicago Title Insurance
Company

By: _____
Name: Jeffrey L. Ontell

Date: July _____, 2022

LIST OF EXHIBITS

- Exhibit A - Plan
- Exhibit B - Due Diligence Documents to be Delivered by Seller
- Exhibit C - Form of Retained Rights Agreement
- Exhibit D - Sketch Plan
- Exhibit E - Form of Non-Foreign Entity Certificate
- Exhibit F - Additional Escrow Provisions

EXHIBIT A

PLAN

EXHIBIT B

DUE DILIGENCE DOCUMENTS TO BE DELIVERED BY SELLER

1. Any and all environmental reports in Seller's possession or under its reasonable control.
2. All guarantees, licenses, approvals, certificates, permits and warranties relating exclusively to the Property, if any, but only to the extent the same are not (i) recorded, (ii) on file with Purchaser (including any department, board or subdivisions thereof) or (iii) otherwise available to the public.

EXHIBIT C

FORM OF RETAINED RIGHTS AGREEMENT

EXHIBIT D
SKETCH PLAN

EXHIBIT E

NON-FOREIGN ENTITY CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ (“Transferor”), the undersigned, which is the _____ of Transferor, hereby certifies on behalf of Transferor:

1. Transferor is a “disregarded entity” as defined under the Internal Revenue Code and Income Tax Regulations.
2. Stow Holdings LLC is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
3. Stow Holdings LLC’s U.S. employer identification number is [_____].
4. Stow Holding's office address is:
5. Transferor is not a “disregarded entity” as defined under the Internal Revenue Code and Income Tax Regulations.

Stow Holdings LLC understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Sunrise.

[Signature Page Follows Immediately]

Dated: _____, 2022

STOW HOLDINGS LLC

By: _____

Name:

Title:

EXHIBIT F

ADDITIONAL ESCROW PROVISIONS

By executing the Agreement to which this **Exhibit F** is attached, Purchaser and Seller hereby acknowledge and agree that:

(a) The Title Company shall incur no liability whatsoever in connection with its good faith performance under Article III and Section 16.17 of the Agreement or this **Exhibit F**, and do hereby jointly and severally release and waive any claims Purchaser or Seller may have against the Title Company, which may result from its performance in good faith of its function under this Agreement, including but not limited to, a delay in the electronic wire transfer of funds. The Title Company shall be liable only for loss or damage caused directly by its acts of negligence while performing as the Title Company under this Agreement.

(b) The Title Company undertakes to perform only those duties which are expressly set forth in the Agreement, and Purchaser and Seller acknowledge that these duties are purely ministerial in nature.

(c) The Title Company shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by the Title Company relating to this Agreement. The Title Company may rely upon any oral identification of a party notifying the Title Company orally as to matters relating to this Agreement if such oral notification is permitted thereunder. The Title Company is not responsible for the nature, content, validity or enforceability of any of the escrow documents except for those documents prepared by the Title Company.

(d) In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Title Company with respect to the release of any escrow funds or any escrow documents, the Title Company may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Title Company shall not release any escrow funds or any escrow documents. The Title Company shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (i) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto; or (ii) shall have finally been determined in a court of competent jurisdiction. In the alternative, the Title Company may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated and may deliver to the court any escrow funds or any escrow documents.

(e) The Title Company shall be entitled to receive reimbursement as the Title Company of documented reasonable attorneys' fees and other documented out-of-pocket expenses incurred by it in the performance of its duties under this Agreement, which shall be paid in equal amounts by Purchaser and Seller. If the Title Company's duties and responsibilities are increased beyond those contemplated within this Agreement, additional compensation will be allowed as agreed

upon in writing by all of the parties hereto. Such additional compensation shall be shared equally by Purchaser and Seller.

(f) The Title Company may at its sole discretion resign by giving (30) days written notice thereof to the parties hereto. The parties shall furnish to the Title Company written instructions for the release of any escrow funds or any escrow documents. If the Title Company shall not have received such written instructions within such thirty (30) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and upon such appointment deliver any escrow funds and any escrow documents to such successor. Costs and fees incurred by the Title Company may, at the option of the Title Company, be deducted from any funds held pursuant hereto. The Title Company neither approves nor disapproves of this transaction, nor does it recommend for or against, nor does it have an opinion as to the legality or validity of this transaction.

(g) If any escrow funds are at any time attached, garnished, or levied upon under any court order or if the payment or delivery of any escrow funds is stayed or enjoined by any court order, or if any order, judgment or decree shall be made or entered by any court affecting escrow funds, the Title Company is authorized, in its sole discretion, to rely upon and comply with the order, writ, judgment or decree. The Title Company shall not be liable to any of the parties or to any other person firm or corporation by reason of such compliance even though the order, writ, judgment or decree may be subsequently reversed modified, annulled, set aside or vacated.

(h) Upon making disposition of any escrow funds in accordance with this Agreement, the Title Company shall be deemed fully released and discharged from any and all duties and obligations under this Agreement, without the need that any other documentation be executed by Seller or Purchaser.

(i) The Title Company shall not be responsible for (i) any fluctuations in the interest rate applicable to any cash held by it pursuant to or by virtue of this Agreement; or (ii) the validity, sufficiency, collectability, or legal effect of any instrument deposited with Title Company.

(j) Purchaser and Seller are aware that the Federal Deposit Insurance Corporation (“**FDIC**”) coverages apply only to a cumulative maximum amount of \$250,000 for each individual deposit for all of depositor’s accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance. Further the parties hereto understand that the Title Company assumes no responsibility for, nor will the parties hereto hold the Title Company liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor’s accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

**Ratify the new 1 Year & 3 Year
Collective Bargaining
Agreement for the Highway
Department Teamsters Union**



Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Dolores Hamilton
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Highway – Teamsters Collective Bargaining Agreement

Date: July 6, 2022

This evening I respectfully ask you to ratify two Collective Bargaining Agreements for the Highway/Cemetery Laborers. The highway/cemetery department voted to unionize last July and we have been negotiating these initial contracts since.

The first is a one-year agreement, beginning last July 1, 2021, ending on June 30, 2022, where we began the negotiations in FY22, and after salary adjustments and increases were voted on during the 2021 ATM, this first contract only allows for stipends to be paid. The funds for these stipends are in the FY22 Highway budget and will be encumbered to be paid out upon ratification of this agreement.

The second agreement is a traditional 3-year contract beginning July 1, 2022, ending on June 30, 2025. The contract covers the standard union items, management and union rights, hours of work, overtime, clothing, safety, and wages and benefits. The majority of the contract are benefits the employees have been receiving, just in an informal way. This contract will provide standards for the both employees and management and ensure that all laborer employees in the highway and cemetery department are following the same rules and receiving the same benefits.

The members of the union ratified the contract on Tuesday, July 5th with a vote of 8-0. The funding for the first year of the 3-year contract has been included in the FY23 budget approved by Town Meeting.

I look forward to discussing these Collective Bargaining Agreements with you.

Approve the Disposition of
Surplus Request for the
Planning Department



Town of Stow
PLANNING BOARD

380 Great Road
Stow, Massachusetts 01775-1122
(978) 897-5098
www.stow-ma.gov

July 5, 2022

Select Board
380 Great Road
Stow, MA 01775

Re: Request for Disposition of Equipment Valued at Less than \$10,000

Dear members of the Select Board,

The Planning Department requests that the following equipment be auctioned off on Municibid.com, in accordance with Section 1(C) of the Town of Stow's Disposition Policy:

Make:
Hewlett Packard

Model:
Designjet T2300 PostScript
eMultifunction Printer - CN728A

Year released/status/condition:
2011, software and ink still
supported by HP, working



A new HP wide format plotter in the second-floor copy room has made this plotter redundant, and it has not been used by staff in many months. The plotter is in complete working order and the Planning Department is also in possession of several replacement ink cartridges. We believe that members of the public may yet find a productive use for this equipment. Used examples online are typically priced between two and three thousand dollars.

Malcolm Ragan
Assistant Planner / GIS Administrator

**Review & Approve the
Revised Special Event Permit
and Guidelines**



Town of Stow Special Event Permit Regulations

Welcome and Instructions

The Town of Stow is pleased to welcome a variety of special events, from community festivals to concerts and athletic competitions. It is the goal of the Town of Stow to work with event managers and organizers to help ensure that the events taking place in our community are both safe and successful, while minimizing the impact on our residents and businesses. We hope that you find the instructions set forth in this manual helpful in planning and preparing to carry out your special event.

Please review the instructions, and rules and regulations governing special events. Complete the application and submit it to the Town of Stow, Select Board Office, 380 Great Road, Stow, MA 01775. If you have any questions, please contact the Select Board Office at 978-897-4515.

On behalf of the Town of Stow, its residents, businesses and employees, thank you for considering Stow for your event.

Adopted: Month Day, Year

Regulations for Special Events

A **special event** is any activity that occurs upon public or private property that affects the ordinary use of parks, playgrounds, fields, buildings, public streets, rights-of-way or sidewalks. Special Events may include festivals, fairs, concerts, holiday celebrations, parades, athletic tournaments, road or bicycle races, etc.

Individuals looking to hold their event on Town of Stow owned property, including buildings, parks, or municipal parking lots, must obtain a permit through stowma.myrec.com

Private residences are exempt from this policy, unless their event will have a traffic impact or impede the public roadway.

Anyone wishing to hold events on public property or private property, impacting Town roadways, must obtain a Special Event Permit from the Town of Stow. Event sponsors should submit applications a minimum of 45 (forty-five) days before the event.

Attendance: Events that may have 20 (twenty) attendees or more will require an event permit.

Permit Posting: Special event permits should be posted at greeting areas or main entrances at events. Event organizers and managers are reminded that they may be asked by Town staff to show proof of permit during the event.

Hours: Event activities are prohibited after 11:00 p.m. in residential areas and before 7:00 a.m. Loudspeakers, amplified music, bullhorn or public address systems during event hours are strictly regulated and may require an Entertainment License.

Alcohol: Alcohol without a license is prohibited without express approval from the Select Board and the issuance of a One-Day Liquor License.

Restrooms/Trash/Cleanup:

The Town of Stow may require event organizers to provide temporary toilet facilities, which must be with septic haulers approved through the Board of Health.

Temporary toilet facilities must be cleaned daily. Trash must be disposed of in approved containers. Daily trash pickup and disposal is required. The applicant must clean the right-of-way or public property of all rubbish and debris, returning it to its pre-event condition at the conclusion of the event. If the applicant fails to clean up debris and trash within the specified period, cleanup will be arranged by the Town and all costs will be charged to the applicant.

Traffic & Parking: Parking is permitted in designated areas only. The Police Department will provide signage for posting as required in the permit. Signs may be picked up the day before the event and must be returned at the completion of the event. The Police and Fire Departments require that all entries, exits and fire lanes be maintained.

Signs: Permits are required for temporary signs. No signs may be affixed to trees, buildings or street fixtures.

Smoking: Smoking is not permitted in any public facility, or on recreational or historical parks, playgrounds or fields.

Pyrotechnics: Pyrotechnics (fireworks, cannon fire, etc) are not permitted without the prior approval of the Town of Stow Fire Department.

Tents/Sleeping Trailers: Tents and trailers require an inspection and permit from the Town of Stow Health, Building, and Fire Departments. Such structures require a flame resistant certificate issued by an acceptable testing laboratory, and a site plan indicating a fire lane accessing the tent or trailer, a fire extinguisher on-site, and acknowledgment that no smoking, fireworks, or open flames will be permitted in the tent or trailer.

Security/Traffic Control: Events may require the hiring of police officers to provide for security and/or traffic control.

First Aid and Medical: Events may require provisions for first aid and medical personnel. Arrangements should be made with a private service for the event. The Fire Department can provide a list of contacts.

Enforcement: Town of Stow Police, Fire or other staff so designated by the Town Administrator may request that a resident, event employee, or participant leave any park or public facility for violation of rules and regulations.

Insurance: All applicants must provide a certificate of insurance in the minimum amount of \$1,000,000 for commercial general liability as a precondition for obtaining permits. The Certificate of Insurance must include all coverage deemed necessary for the event, as specified by the Town of Stow, including an indemnification and hold harmless clause. The Certificate of Insurance must name the Town of Stow as an additional insured on all applicable policies. This Certificate and verification of Worker's

Compensation Coverage must be submitted to the Select Board's Office no later than ten (10) business days before the event. Final Special Event Permits will not be issued without submission of a Certificate of Insurance.

Additional Permitting and Cost Requirements: Depending upon the Special Event, additional permits may be required by Town of Stow Departments. These may include, but are not limited to, permits for temporary food preparation, athletic field use, merchandise sales, entertainment license, raffle licenses, and indoor space needs. The organizers of the event are responsible for obtaining any additional permits or licenses and are responsible for any additional costs incurred by the Town of Stow as determined by representatives of each Town Department before the issuance of the Special Event Permit.

*Events on Conservation Land require separate approval from the Conservation Commission. Please contact them at conservation@stow-ma.gov for further information.

*Food trucks and any mobile concession trailer dispensing food, ice cream, snacks, etc. must be licensed through the Nashoba Associated Boards of Health (978-772-3335). Please note this could take up to 30 days.

Special Event Application Checklist

- ✓ Submit your Special Events Permit Application (with all maps, diagrams and attachments as required) at least **45 days** before the event.
- ✓ All areas must provide access for persons with a disability, to include parking, food service area, eating area, and portable toilets
- ✓ Provide a Schedule of Events along with a Site Plan (map) which addresses:
 - Approval from owner(s) of any use of private land
 - Copy of Recreation Permit if using town property
 - Location of the event on the property
 - For road or walk race, a detailed map of the route
 - Full logistics showing where parking, food*, vendors, features, attractions, and/or entertainment** will be located
 - Participant circulation, including accessible routes for the disabled
 - Proposed parking including how you will handle overflow parking and traffic circulation
 - Any proposed road closures
 - Location of trash receptacles and dumpsters, or a plan for waste disposal
 - Will dumpsters be covered?
 - When will they be placed and removed?
 - Location of portable toilet facilities
 - Locations, size and number of any tents, trailers or temporary structures
 - Location, size, and description of any signage or banners
 - For vendors: Will they be selling food? Will they have a tent?
- ✓ *If food will be served or sold at the event, contact the Stow Board of Health to discuss regulations **before** you submit your application. If required, your food permit must be submitted before final approval of the Special Event.
- ✓ **If entertainment is being provided, an Entertainment License Application must be submitted.
- ✓ If alcoholic beverages are being provided, a Special One-Day Alcoholic Beverages License Application must be submitted.
- ✓ If Police Details and/or Firefighters/EMTs will be required, contact the Stow Police Department and Stow Fire Department to secure services. Only Police Officers or Traffic Detail Officers may direct traffic on town streets. Evidence that Police and/or Fire Personnel have been secured must be presented before the approval of the final Special Event Permit.
- ✓ Provide a Certificate of Insurance to the Select Board Office no later than ten (10) business days before the event. A final Special Event Permit will not be issued without submission of a Certificate of Insurance.
- ✓ Obtain any additional approvals and permits as required by the Town.



TOWN OF STOW

Special Event Permit Application

Applicant and Sponsoring Organization Information

Name of Organization / Sponsor: _____ Non-Profit Profit

Address: _____ City: _____ State: _____ Zip: _____

Tax ID #: _____ Applicant name: _____

Phone: _____ Email: _____

Web Site: _____

Event Manager: _____ Contact Info: _____

Other Contact person/s: _____ Contact Info: _____

Event Information

Event Type: Run/Walk* Rally Parade School Event
 Concert Festival Political Event Food Truck

Other (specify) _____

Event Title: _____

Start Date & Time(s): _____ End Date & Times(s): _____ Rain Date & Time(s): _____

Estimated Attendance: # _____ Admission Fee: _____

Open to the Public: Yes No

Requested Location: Community Park Center Park Pompo Field

Check all that apply Pine Bluff Pompositicut Community Center Town Forest

Street (specify): _____

Other (specify): _____

Set Up Date/Time: _____ Break Down Date/Time: _____

** A route map is required at time of submission for a walk/run*

Event Details

Please indicate whether the following items pertain to your event.

YES	NO	
<input type="radio"/>	<input type="radio"/>	Food Concession and/or Food Preparation
<input type="radio"/>	<input type="radio"/>	Please specify method: <input type="radio"/> Propane Gas <input type="radio"/> Electric <input type="radio"/> Charcoal <input type="radio"/> Catered Other: _____.
<input type="radio"/>	<input type="radio"/>	Alcohol served – <i>Requires approval from the Select Board</i>
<input type="radio"/>	<input type="radio"/>	First Aid Facility(ies) and Ambulance (s)
<input type="radio"/>	<input type="radio"/>	Banner(s) and/or Sign(s)– requires prior approval
<input type="radio"/>	<input type="radio"/>	Street Closure(s) - list streets: _____
<input type="radio"/>	<input type="radio"/>	Amplified Sound - <i>If yes please indicate Start Time _____ End Time _____</i> <i>The Town of Stow will require additional information on this item and may require an Entertainment License be applied for and acquired.</i>
<input type="radio"/>	<input type="radio"/>	Will your event have Pyrotechnics? - requires prior approval of the Fire Department
<input type="radio"/>	<input type="radio"/>	Will your event have animals? If yes, specify: _____
<input type="radio"/>	<input type="radio"/>	Will your event require lights? If so, specify hours: _____
<input type="radio"/>	<input type="radio"/>	Will you set up table(s) and/or chair(s)? Approximate number? _____
<input type="radio"/>	<input type="radio"/>	Fencing, Barrier(s) and/or Barricade(s), Traffic Cones
<input type="radio"/>	<input type="radio"/>	Does your event require electricity? Source: _____
<input type="radio"/>	<input type="radio"/>	Booth(s) Exhibit(s), Display(s) and/or Enclosure(s)
<input type="radio"/>	<input type="radio"/>	Canopy (ies) and or Tent(s) - describe dimensions: _____
<input type="radio"/>	<input type="radio"/>	Scaffolding, Bleacher(s), Platform(s), Grandstand(s) or related structure(s)
<input type="radio"/>	<input type="radio"/>	Container(s) and/or Dumpster(s)
<input type="radio"/>	<input type="radio"/>	Toilet(s) – approximate number/vendor: _____
<input type="radio"/>	<input type="radio"/>	Will you be holding a raffle at your event? Describe: _____
<input type="radio"/>	<input type="radio"/>	Vehicle(s) and/or Trailer(s) - approximate number: _____
<input type="radio"/>	<input type="radio"/>	Sleeping Trailer(s) and/or other accommodations
<input type="radio"/>	<input type="radio"/>	Stage(s) - indicate dimension: _____
<input type="radio"/>	<input type="radio"/>	Entertainment - describe: _____
<input type="radio"/>	<input type="radio"/>	Amusement Rides - list and describe: _____
<input type="radio"/>	<input type="radio"/>	Inflatable Device(s) - list and describe: _____

Other Permits

Please note that all components of the event are subject to approval by the Select Board and may also require approval by and/or permit(s) from other Town departments. It is the responsibility of the applicant to secure all necessary Town of Stow permits, and to submit any payment required for permits.

Insurance Requirements

Evidence of Insurance will be required before final permit approval. Please provide a Certificate of Insurance, which shows a minimum of \$1,000,000.00 in Commercial General Liability Insurance and a Policy Endorsement, which indemnifies and holds harmless the Town of Stow, and all of its agencies and departments. The Town of Stow shall be named as an additional insured for the date/event. Some events may require a higher limit of insurance. Permittee must list the aforementioned parties as additional insured on their Certificate of Insurance. Each event is evaluated on its risk exposure. Any and all damages resulting from the event are the responsibility of the permittee and the permittee will work through designated staff to determine the most appropriate means for repair. The Town of Stow is not responsible for any accidents or damages to persons or property resulting from the issuance of this permit.

Affidavit of Applicant

My signature below indicates that everything I have stated in this application is correct to the best of my knowledge. I have read, understand and agree to abide by the policies, rules and regulations of the Town of Stow as they pertain to the requested usage. The permit, if granted is not transferable and is revocable at any time at the absolute discretion of the Select Board (or designee). All programs and facilities of the Town of Stow are open to all citizens regardless of race, sex, age, color, religion, national origin or disability.

Signature of Applicant: _____ Date: _____

Printed Name: _____



Town of Stow

Special Event Permit

This is to certify that, on _____, the Select Board voted:

That _____ (name), as a representative of the _____ (group), is granted permission to hold a _____ on _____, beginning at _____ to approximately _____ as described in the application materials, and contingent upon the following:

- 1) That arrangements are made with the Police and Fire Departments for the appropriate number of detail personnel (*contact Chief Michael Sallèse at the Stow Police Department at 978-897-4545 and Chief JP Benoit at the Stow Fire Department at 978-897-4537*);
- 2) That a certificate of general liability insurance naming the Town of Stow as additional insured be provided to the Select Board office prior to the event;
- 3) That any signs, tents, platforms, staging, structures, and electrical work be permitted and inspected by the Building Department prior to the event (*contact the Building Department at 978-897-2193*);
- 4) That if portable restroom facilities are used, the contract be provided to the Board of Health prior to the event. (Note: Per Code of Massachusetts Regulations Title 521 Sec 30.1.2, at least 5% but not less than one accessible toilet unit shall be installed and identified by the International Symbol of Accessibility);
- 5) That any snacks are prepackaged, or a permit has been obtained from the Board of Health, and;
- 6) That the organizers participate in any public safety meeting required for the event and all requirements discussed at the meeting are met;
- 7) These stipulations, made upon approval, have been met:

SELECT BOARD

Megan Birch-McMichael, Chair

Ellen S. Sturgis, Clerk

Cortni Frecha

Ingeborg Hegemann Clark

Review & Approve the following Code of Conduct Policies:

- Board and Committee Code of Conduct Policy
- Employee Code of Conduct Policy
- Visitor Code of Conduct Policy



Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Dolores Hamilton
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Code of Conduct Policies

Date: July 6, 2022

In ongoing efforts to keep our employees and Board/Committee members safe and free from inappropriate conduct, please find three additional Code of Conduct policies.

The first is for Boards & Committees. The policy the Select Board previously approved (September 14, 2021) was specific to the Select Board and would not apply to all other Stow Boards and Committees. The enclosed Board & Committee Code of Conduct is directly from our insurance company and is the recommended policy by the MMA to limit potential liability.

The next is for an Employee Code of Conduct. We should require our employees also uphold professional and ethical standards. This employee code of conduct follows the "Code of Conduct for Public Employees" developed by the Massachusetts Office of the Inspector General.

Finally, a Visitor Code of Conduct. This document is also recommended by our insurance company to inform visitors of our municipal buildings what behavior will not be tolerated. Additionally, this would provide some guidance for employees, should they be faced with a difficult customer/resident.

These policies add an additional layer of protection for anyone working for, volunteering in, or doing business with the Town and I look forward to discussing them further. Thank you.



Town of Stow Board & Committee Member Code of Conduct

Adopted _____

I. PURPOSE

The Town recognizes that all individuals elected and/or appointed by the Town must maintain and enforce respectful discourse with their fellow elected and/or appointed members, with those who work for the Town, those who volunteer their time and services on behalf of the Town and members of the public by striving at every meeting, forum or other official interaction to treat every person fairly and with respect regardless of any differences of opinion.

This policy provides a centralized standard of conduct for all elected and appointed officials in the Town.

II. APPLICABILITY

This policy and all its sections shall apply to all elected and appointed officials acting on behalf of the Town and covers all of their actions and communications whether spoken or written including but not limited to all electronic communications including social media.

III. CODE OF CONDUCT

All Town elected and appointed officials are expected to act honestly, conscientiously, reasonably and in good faith at all times having regard to their responsibilities, the interests of the Town and the welfare of its residents.

The Town elected and appointed officials must refrain from communicating or acting in a disrespectful, abusive and/or threatening manner towards members of the community, other elected or appointed officials, the Town Administrator or Town Staff.

Moreover, all elected and appointed officials must fully comply with the Town's Anti-Harassment and Anti-Discrimination Policy.

Further, all elected and appointed officials of the Town must assume the following responsibilities:

A. Conduct Generally and in Relation to the Community

- Be well informed concerning the local and state duties of a board/committee member.
- Never purport to represent the opinion of your board/committee except when specifically authorized by a recorded vote to do so.
- Cooperate with the Chair of the committee in the conduct of meetings.

- Accept your position as a means of unselfish public service, not to benefit personally, professionally or financially from your board/committee position.
- Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
- Demonstrate respect for the public that you serve.
- Safeguard confidential information.
- Conduct yourself so as to maintain public confidence in our local government.
- Conduct official business in such a manner that you cannot be improperly influenced in the performance of your official duties.
- Unless specifically exempted, conduct the business of the public in a manner that promotes open and transparent government.
- Comply as fully as possible with all Town policies, including, without limitation, the following:
 - Harassment and Sexual Harassment Policy
 - Anti-fraud Policy
 - Workplace Violence Policy
 - Pregnancy and Pregnancy Related Conditions Policy
- Comply as fully as possible with all applicable laws, including, without limitation, the following:
 - The Open Meeting Law
 - Procurement Laws
 - The Ethics/Conflict of Interest Statute (G.L. c.268A).

B. Conduct in Relation to other elected and appointed officials

- Treat all members of the board/committee to which you belong with respect despite differences of opinion; keeping in mind that professional respect does not preclude honest differences of opinion but requires respect within those differences.
- Participate and interact in official meetings with dignity and decorum fitting those who hold a position of public trust.
- Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chairman should you for any reason be unable or unwilling to continue to serve. Formal notice to resign from a board/committee requires written notification to the Town Clerk.
- Recognize that action at official legal meetings is binding and that you alone cannot bind the board/committee outside of such meetings.

- Refrain from making statements or promises as to how you will vote on quasi-judicial matters that will come before the board/committee until you have had an opportunity to hear the pros and cons of the issue during a public meeting.
- Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- Make decisions only after all facts on a question have been presented and discussed.

C. Conduct in Relation to the Town Administrator

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Administrator full responsibility for discharging his or her disposition and/or solutions.
- Refrain from giving orders or directions to the Town Administrator for action as an individual board/committee member.
- Refrain from providing information to the Town Administrator that you would not be willing to share with other board/committee members.

D. Conduct in Relation to Town Staff

- Treat all staff as professionals and respect the abilities, experience, and dignity of each individual.
- Refrain from giving instructions to or requesting assistance from Town staff but rather channel all such activities through the Town Administrator.
- Never publicly criticize an individual employee or a department. Concerns about staff performance should only be made to the Town Administrator through private communication.
- Officials who interact with Town staff must do so in a respectful manner and understand employees should not be expected to take direction from any individual official on any matter.

IV. **DISTRIBUTION AND EDUCATION**

- The Town shall provide a copy of this policy, and all other pertinent policies to all elected and appointed officials upon its issuance and upon the subsequent appointment or re-appointment of any individual.
- Each individual shall sign a statement that they have or will read these policies and will comply with all requirements set forth. In the event that any member declines to sign the statement form, that fact shall be noted by the Town Clerk or Select Board's Office on the form.

V. ENFORCEMENT

A. Generally

In addition to any other remedies or enforcement options available under the law, each board/committee may vote to censure any elected member and the appointing authority may decline to reappoint an individual who violates any provision of this Code of Conduct.

If any elected or appointed official is accused of violating the Town's Anti-Harassment and Anti-Discrimination Policy, the Town Administrator shall refer the matter for investigation to the contact named in the Anti-harassment and Anti-Discrimination policy or a disinterested outside firm or individual qualified to investigate the alleged conduct. The Town Administrator shall not be obliged to obtain any additional authority; this Code shall be sufficient authority. The firm or individual to whom the matter is referred shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator. The Town Administrator shall share the reported findings and recommendations with the elected official's board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter.

If an elected or appointed official is accused of violating any other provision of this Code of Conduct, the board/committee that the official represents or if applicable the appointing authority may take such action as is authorized by law and as it deems fit or it may vote upon request of the Town Administrator or on its own to refer the matter to a disinterested outside firm or individual qualified to investigate the alleged conduct. This firm or individual shall promptly investigate the matter and report back findings of fact and recommendations to the Town Administrator. The Town Administrator shall share the reported findings and recommendations with the board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter. These remedies shall be in addition to, and not in substitution for, any other remedies that may be available by law.

Town of Stow

380 Great Road

Stow, MA 01775

BOARD & COMMITTEE CODE OF CONDUCT

Acknowledgement of Receipt

Print Name: _____

Board/Committee Name: _____

By signing my name below, I am acknowledging that I have received, read, had the opportunity to ask questions about, and have been advised that I am responsible for complying with the Town of Stow's **Board & Committee Code of Conduct**. I understand this signature sheet will be kept on file in the Select Board Office.

I understand that I will be held responsible for complying with the provisions of this policy and understand that any actions which are found to violate the terms of this policy may result in formal censure or removal from the Board/Committee if appointed.

Board Member Signature: _____ Date: _____



Employee Copy

TOWN OF STOW EMPLOYEE CODE OF CONDUCT

All employees are prohibited from engaging in any conduct which could reflect unfavorably upon the town service. Town employees shall avoid any action which might result in or create the impression of using public office for private gain, giving preferential treatment to any person, or losing complete impartiality in conducting town business. Employees are expected to keep in mind that they are public employees and are to conduct themselves accordingly in a manner which in no way discredits the town, public officials, or fellow employees.

The Town of Stow has adopted an ethical code of conduct that recognizes that public employment is a public trust. This means that the affairs of government must be conducted openly, honestly, and impartially, because citizens expect high ethical conduct of all public employees. When ethical standards falter or seem to falter, public confidence is destroyed and the problems, rather than the achievements, of government become focal issues for the public. In order to ensure the trust of the public, employees of the Town of Stow will, at a minimum, conduct themselves according to the specific standards of impartiality, objectivity, and integrity detailed in the “Code of Conduct for Public Employees” developed by the Massachusetts Office of the Inspector General.

Adopted by the Stow Select Board on July XX, 2022.

Attached is a copy of the “Code of Conduct for Public Employees” developed by the Massachusetts Office of the Inspector General.



Employer Copy

**TOWN OF STOW
EMPLOYEE CODE OF CONDUCT**

All employees are prohibited from engaging in any conduct which could reflect unfavorably upon the town service. Town employees shall avoid any action which might result in or create the impression of using public office for private gain, giving preferential treatment to any person, or losing complete impartiality in conducting town business. Employees are expected to keep in mind that they are public employees and are to conduct themselves accordingly in a manner which in no way discredits the town, public officials, or fellow employees.

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Adopted by the Stow Select Board on July XX, 2022.

I certify that I have been given a copy of this policy and provided the opportunity to ask questions about its content.

Employee Printed Name

Employee Signature

Date

VISITORS - CODE OF CONDUCT

The Town of Stow strives to provide a workplace that is conducive to personal safety and security and is free from intimidation, threats or violent acts. The Town maintains a zero tolerance policy toward workplace violence, including the threat of violence by the general public and/or anyone who conducts business with the Town.

The Town will not tolerate harassing conduct that affects employment conditions, that interferes unreasonably with an individual's performance or that creates an intimidating, hostile or offensive work environment.

Following this Code of Conduct is required by all people doing business with Town employees. Violators who do not comply with this policy may be asked to leave the premises.

Expected Conduct

- AVOID CAUSING DISTURBANCES OR DISRUPTIONS
- SHOW RESPECT FOR OTHERS, BUILDING FACILITIES AND PERSONAL PROPERTY OF OTHERS
- USE COMMON COURTESY WHEN INTERACTING WITH OTHERS
- DO NOT ENGAGE IN ANY LEWD OR OFFENSIVE BEHAVIOR
- ANY FORM OF VIOLENCE IS PROHIBITED
- SMOKING, DRINKING ALCOHOL OR APPEARING TO BE UNDER THE INFLUENCE OF ANY ILLEGAL SUBSTANCE IS PROHIBITED

Repeated violations may result in permanent suspension of facility privileges.

Thank you for your cooperation!

Megan Birch-McMichael, Chair
Stow Select Board

Adopted by the Select Board on XXX

Fiscal Year 2022 Year End Transfers



Town of Stow
Office of the
Town Administrator

380 Great Road
Stow, MA 01775
Tel: 978-897-2927

Denise M. Dembkoski
Town Administrator
townadministrator@stow-ma.gov

Dolores Hamilton
Assistant Town Administrator
assttownadmin@stow-ma.gov

To: Select Board

From: Denise M. Dembkoski, Town Administrator

Re: Year-End Transfers

Date: July 6, 2022

I will not have the year-end transfers available for you until the start of the meeting on Tuesday, July 12th. The final warrant of Fiscal Year 2022 will be entered on the 12th, and once the bills are in, I will be able to prepare the transfers needed to close our books.

From Information Guideline Release (IGR) No. 17-13 from May 2013 and published by the Commonwealth of Massachusetts Division of Local Services: “During May and June, and the first 15 days of July of the new fiscal year, the selectboard, with the agreement of the finance committee, may transfer any amount from a departmental or other appropriation to any other appropriation.

An end-of-year transfer using this alternative procedure requires a majority vote of the selectboard and a majority vote of the finance committee.”

The Finance Committee will be meeting on Wednesday, July 13th to approve of these transfers, so we can meet the July 15th deadline.

I look forward to providing the transfers and discussing them with you on the 12th. Thank you.

MINUTES

- **June 14, 2022**
- **June 21, 2022**

Select Board Meeting Minutes
Tuesday, June 14, 2022
Stow Town Building & Zoom

Present in the Warren Room: Megan Birch-McMichael, Ingeborg Hegemann Clark, Cortni Frecha, and Town Administrator Denise Dembkoski

Present via Zoom: Ellen Sturgis

Chair Birch-McMichael called the meeting to order at 7 p.m.

The Chair advised everyone that Stow TV is recording this meeting. The Board will begin using the 'raised hand' feature so that the Chair can unmute a participant when recognized by the Chair.

Anyone speaking during Public Input should state their name and address, limit comments to issues that are not on the agenda, and limit comments to two minutes or less.

For a future agenda, the Board will put together a policy for public comment.

Public Input: None.

Board Member Comments:

Ms. Sturgis gave kudos to the SpringFest Committee for putting the event together. She also commented on how quickly people helped the O'Connell family after the fire at their house and thanked everyone for their support.

Recognition – Eagle Scout Dylan Gross

Mr. Gross's service project was the construction of a 60' by 60' deer enclosure with 8' high fencing on conservation land at Marble Hill to enable the Town to conduct research on forest growth and health.

Board member Frecha moved to recognize Boy Scout Dylan Gross for achieving the rank of Eagle Scout, and to sign the letter and proclamation for his recognition ceremony on Sunday, June 26, 2022. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

Town Administrator (TA) Report

- Covid cases are down to 32; this is a 7.78% positivity rate.
- Congratulations to Sgt. Cassandra Scott who was selected as the 2022 recipient of the Courage Award by the Massachusetts Association of Women in Law Enforcement. Congratulations to Cassie!
- The TA acknowledged all of the employees in the fire, police, building, and highway departments for the work on the two fires recently in town, the first on May 26 on Wheeler Road and on May 28 off Athens Lane. There were no injuries at either fire and all departments worked together effortlessly. Thank you to the communities who responded with mutual aid.
- Thank you to the SpringFest Committee: Maura Hyland, Sherry Jusseaume, Carole Ann Baer, and Jackie Spataro, for all their hard work and organizing SpringFest in only a few months. Thank you

to everyone who participated, volunteered, and attended the event; it was a truly amazing day for our residents.

- The TA has been asked to participate on the Boxborough Town Administrator Screening Committee. This is helping a neighboring community and should have no impact here.
- The TA has informed board and committee chairs that the remote option for government meetings will expire on July 15th unless extended by the MA legislature. The TA has consulted with town counsel and has advised departments of the language to use for public hearing or meeting notices so that we have a plan in place for hybrid meetings if the fully remote option expires. Ms. Sturgis asked if the TA could send a letter to Rep. Kate Hogan on behalf of the Board about this.
- The internal employee DEI group (Diversity, Equity, and Inclusion) made the decision to purchase and display the rainbow flag bunting on public buildings, and it was the decision of the department head of each building to hang them or not. They were not requested or paid for by a private organization. Later in the month the DEI group, in collaboration with the Library, will have an educational forum at the Community Center with a former Stow resident for Pride Month.

Chair Birch-McMichael would like future agenda topics of holding a Joints Board Meeting and to form a Town Hall Usage Committee.

Proclamation for Pride Month

Kelly Lawlor and Hector Constantzos were present via Zoom.

Ms. Lawlor had sent a letter last year asking the Board to do a pride proclamation, and this year she and Mr. Constantzos submitted a draft of a proclamation. The Town is growing and we need to meet that growth with inclusion and equity, and to recognize, accept, and value diversity. She read the poem "Words" by Pauli Murray and ended by saying that words get us to step one to make space for all of the people in our community.

Mr. Constantzos appreciates the work that Denise and the town employees have done and for displaying the pride banners. He said there are people speaking out against the LGBTQ community and that silence is a deadly thing, and when we don't speak out we are supporting people that speak against. If the Board speaks out it shows support for all the residents in the town of Stow.

All Board members felt it was appropriate to support the proclamation. Ms. Sturgis would like to add a line in the proclamation to show particular and direct support of the DEI group by the Select Board.

Ms. Frecha added that there are different points of view on this and the Board is not invalidating someone else's beliefs by supporting this proclamation; this is part of the diversity.

Chair Birch-McMichael read the Proclamation for Pride Month into the record (attached).

Board member Frecha moved that the Board sign the Proclamation for Pride Month as presented and amended at this meeting by Kelly Lawlor and Hector Constantzos. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

Set Special Election Date

The Center School will be closed on Tuesday, September 6th for the state primary and it would be sensible and fiscally responsible to hold the special town election on the same day.

Board member Frecha moved to set Tuesday, September 6, 2022, as the date for the Special Election, to be held at Center School. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

Modification of Wildlife Woods Open Space Agreement

At the August 10, 2021 Board meeting, the Board received a modification request to the Care and Maintenance of Wildlife Woods Open Space Areas agreement. This was tabled in order for the Board to receive and review documents from the Planning Board and the Conservation Commission.

Anthony Parrinello, 52 Whispering Way, was present as a trustee of the Wildlife Woods Homeowners Association Trust (HOA). The proposed revision to the Care and Maintenance of Wildlife Woods Open Space Areas is the language that the HOA is seeking in order to maintain the common land.

Ms. Hegemann, who is a current member of the Conservation Commission and was a member of the Planning Board when the subdivision was originally approved in 1998, said that the letter the Board received in the packet from Conservation Director Kathy Sferra helped to summarize the information. Ms. Hegemann wanted clarification on the term “forestry standards.” Mr. Parrinello said that Tree Warden Bruce Fletcher had visited the site and used the term “forestry management practices and stewardship.”

Ms. Hegemann suggested the wording “...and that tree pruning and removal should also be done in accordance with the Wetlands Protection Act.” be added to the third bullet point on the proposed revision.

Ms. Frecha, who has taken a forestry class, suggested the Trustees have a forester come out and view the site and to consider having a Forest Management Plan.

Chair Birch-McMichael would like a future agenda topic to address and further discuss this land that is under the Select Board purview.

Board member Frecha moved to modify the Wildlife Woods Open Space Agreement with the Town of Stow as presented in the packet and amended by Ms. Hegemann. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

Animal Control Warrant and Intermunicipal Animal Control Agreement (IMA)

The Animal Control Warrant is a formality under MA General Law and is done on an annual basis.

The Town shares animal control services with Boxborough and Littleton and the IMA is the annual agreement with the Town of Boxborough. The TA said she will support this agreement for one more year and asked the Board to support it. However, the TA wants to meet with Boxborough (as indicated in section 29) to discuss sections 7 and 19 and the overall contract before next year’s contract is executed.

Ms. Hegemann feels that the indemnification language is harsh, in particular, the use of the word “defend.” The TA said she will look further into this and believes that the language is for one community to hold harmless the other community.

Ms. Frecha asked if there could be a clause to periodically allow for the reorganization of which town has responsibility for what is in the contract. The TA said that the Animal Control Officer (ACO) is an

employee of Boxborough, and that would mean she would have to become an employee of one of the other towns, which she believes should be done every three years.

Ms. Sturgis asked if this was just about the contract and not about the ACO, whom they all agreed is fantastic. Ms. Sturgis wanted to separate those two things.

Board member Frecha moved, in accordance with Chapter 140, section 151A of the Massachusetts General Laws, to approve the annual Animal Control Warrant, dated June 14, 2022, and effective for one year from July 1, 2022 through June 30, 2023, and to authorize the Chair to sign it on behalf of the Board, and further,

Board member Frecha moved that the Select Board approve, and that the Select Board and Town Administrator sign, the Intermunicipal Agreement with the Town of Boxborough for Animal Control Services for the period from July 1, 2022 through June 30, 2023 as presented. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

Randall Library Committees

Randall Library Building Committee 2.0 (RLBC2) and Library Building Exterior Design Committee

The TA referenced her memo to the Board, which explained that the original Library Building Committee's charge has concluded. She proposed two new committees.

Ms. Sturgis didn't understand the need for two separate committees and would prefer one committee with a subcommittee. She felt that the at-large seats do not require any specific skills. She also thinks it is inappropriate for the Town Administrator to be a member of the committees, as the TA will always have an impact on it and the Library Director, who will be on both committees, reports to the TA. She would prefer five at-large members on the building committee.

Ms. Hegemann prefers the purpose of the Building Exterior Design Committee to be "guide and oversee" instead of "choose", and for the charge to be to "guide and oversee" instead of "guide and approve". Regarding the skill set for both committees, she thinks the candidates should identify their skills in the areas of architecture, historic structures, and landscape architecture. Ms. Frecha added that it could be worded as "preference may be given" to applicants with those skills.

The TA said she kept it as residents-at-large so that members of the original LBC who want to see the project through to the end can apply for the resident-at-large seats on the new committee. The TA put the Building Commissioner on both committees as he can speak to the building code, the green energy materials to be used, etc., and it would not limit us in trying to find candidates from specific trades.

Chair Birch-McMichael said that the town employees that will be on the committees have a lot of the knowledge that would be looked for, but it would be helpful to have someone with knowledge of historic buildings.

The Town Administrator explained that one of her goals set by the Select Board is to see that this project gets done, and this is her way of doing it. She asked if the Board would prefer to have her appoint someone for the committees. Ms. Sturgis did not think it was appropriate for the TA to be a member or to appoint a member.

Ms. Frecha said that the presence of the TA would have a positive, guiding influence and that she holds a position of trust. She feels the reasoning for two separate committees is sound. Ms. Hegemann

agrees that the committees would benefit by the guidance of the TA and would support this as amended, to be the Town Administrator or her designee. Ms. Frecha likens this to a Select Board member being on another committee, as only one voice, and acting as a liaison to the Board. Ms. Sturgis said it is not the same, and suggested that a Select Board member sit on the committee instead.

Board member Frecha moved to establish a Randall Library Building Committee 2.0, composed of nine members, including the Town Administrator or her designee, Library Director, Building Commissioner, two Randall Library Trustees, and four Residents At Large, to serve until the Committee's purpose is fulfilled, per the requirements stated in the Committee description. Preference will be given to individuals with landscape, historical, or architectural experience or interests.

The Committee's purpose is to oversee the full design and construction of the Randall Library renovations and addition. The Committee's charge is to guide the Randall Library Renovation Project. All major decisions shall be brought to the Randall Library Building Committee 2.0 for review, approval and formal submission to the Board of Library Trustees and the Town Administrator for final approval.

Further, Board member Frecha moved to designate the Randall Library Building Committee 2.0 as Special Municipal Employees pursuant to Mass. General Law c.268A. At-Large Members must be registered voters of Stow, and agree to comply with State Ethics and Open Meeting Law requirements.

And,

Board member Frecha moved to establish a Randall Library Building Exterior Design Committee, composed of seven members, including the Town Administrator or her designee, Library Director, Building Commissioner, one RLBC2 At-Large Member, and three Residents not serving on the primary building committee, to serve until the exterior of the building design has been approved by the RLBC2, per the requirements stated in the Committee description. Preference will be given to individuals with landscape, historical, or architectural experience or interests.

The Committee's purpose is to guide and oversee the style and materials for the building and plantings and structures for the landscaping. The Committee's charge is to guide and oversee the exterior look of the Randall Library Renovation Project. During the exterior design process, the Exterior Design Committee will work as a team with several consultants including the Owner's Project Manager (OPM) and the Architect firm. The Exterior Design Committee will ensure proper public outreach is conducted and the public is kept informed about the exterior look of the building.

Further, Board member Frecha moved to designate the Randall Library Building Committee as Special Municipal Employees pursuant to Mass. General Law c.268A. Members must agree to comply with State Ethics and Open Meeting Law requirements.

Board member Hegemann seconded the motion for discussion, and asked for an amendment to the motion to include "Preference will be given to individuals with landscape, historical, or architectural experience or interests." at the end of paragraph one and paragraph four. (This has been added to the motion above for consistency and ease of reference.)

Chair Birch-McMichael asked for a vote, and the motion passed 3-1-0 by a roll call vote: Sturgis -nay; Hegemann -aye; Frecha -aye; Birch-McMichael -aye.

Ms. Sturgis wanted it noted that she was disappointed the Board took those together as they were listed on the agenda as two separate items and written as two separate motions.

One-Day Liquor License Policy

Ms. Frecha wanted to clarify that it is state requirements that a one-day all-liquor license is for non-profits only and that the license holder cannot buy from a regular liquor store. The state has a list of approved wholesalers from which the liquor can be purchased.

Board member Frecha moved to approve the new One-Day Liquor License Policy as presented at this meeting. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

Town Administrator ARPA Funding Requests

Currently, department heads do a majority of the work on RFPs (Request for Proposals) but there is work that is not being done for procurement of annual services that we use regularly. With the upcoming departure of Town Planner Jesse Steadman, who does a large amount of procurement and grant work, it would be beneficial to hire a part-time person on a trial basis for the upcoming fiscal year. This would be for a flexible number of hours on a weekly basis, with the possibility of benefits.

There was an injury in the fire station and it was determined that the floor needs a surface treatment to prevent further injury.

Board member Frecha moved to approve the request from the Town Administrator to use ARPA funds to hire a part-time Procurement/Grants Administrator for the Town of Stow, on a trial basis for fiscal year 2023, and to further approve the request for the Fire Apparatus Bay floor resurfacing. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

FY23 COLA for Town Administrator

This was voted at Town Meeting as part of the budget, this will be a formal vote by the Board.

Board member Frecha moved to approve a 3% COLA for the Town Administrator for FY23. Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

Select Board Appointments to Boards and Committees

The Board discussed the openings and what some of the committees do and when they meet.

Board member Frecha moved

to appoint Ellen Sturgis as the Select Board appointee to the Capital Planning Committee, to complete the remainder of an unexpired two-year term expiring June 30, 2023.

to appoint Ingeborg Hegemann as the Select Board appointee to the Complete Streets Committee, for a one-year term expiring June 30, 2023.

to appoint Cortni Frecha as the Select Board appointee to the Local Access Channel Advisory Committee, for a two-year term expiring June 30, 2024.

to appoint Ingeborg Hegemann as the Select Board representative to the Minuteman Advisory Group on Interlocal Coordination (MAGIC), for a one-year term expiring June 30, 2023.

to appoint Megan Birch-McMichael as the Select Board appointee to the Lower Village Revitalization Committee, for a one-year term expiring June 30, 2023.

to appoint Cortni Frecha as the Select Board representative to Tri-Town.

Board member Hegemann seconded the motion and it passed unanimously by a roll call vote.

Meeting Minutes

Board member Frecha moved to accept the meeting minutes of the May 24, 2022 meeting as drafted. Board member Hegemann seconded the motion and it passed unanimously on a roll call vote.

Correspondence

Member Sturgis thanked the people who took the time to write in support of the pride banners. Chair Birch-McMichael agreed and said it was a broad spectrum of people who write to the Board.

Next Meeting

The next meeting is Tuesday, June 21, 2022 and not on June 28, 2022, and the agenda will post on Thursday due to the Juneteenth holiday on Monday, June 20, 2022.

Adjournment

At 8:48 p.m. Board member Frecha moved to adjourn. Board member Hegemann seconded the motion and it passed unanimously on a roll call vote.

Respectfully submitted,

Joyce Sampson

Executive Assistant

Documents used at this meeting:

Documents can be found in the Select Board's Office in the meeting folder.



Town of Stow Select Board

380 Great Road
Stow, MA 01775
Tel: 978-897-4515
selectboard@stow-ma.gov

PROCLAMATION

PRIDE MONTH

June 2022

WHEREAS, The Town of Stow strives to be a welcoming community and a good place to live; and

WHEREAS, Stow recognizes and values diversity of its residents and people everywhere; and

WHEREAS, Stow recognizes and values the contribution that each and every resident makes to work, improve recreation, and civic life in our Town; and

WHEREAS, LGBTQIA+ members of our Town are full and participating members of our community; and

WHEREAS, We all appreciate the rich tapestry of ethnic, cultural, racial, sex and gender identities of the residents of our Town; and



WHEREAS, LGBTQIA+ youth are at especially high risk of experiencing discrimination, mistreatment and even violence, and have increased suicide rates, and the Town is committed to ensure that they are safe, valued and supported;



WHEREAS, the Select Board also recognizes and acknowledges the work of the employee Diversity, Equity, and Inclusion group to advance diversity among town departments and throughout Town.

NOW THEREFORE, be it resolved that June, 2022 be declared Pride Month in the Town of Stow and that all residents be encouraged to recognize and acknowledge the contributions of the LGBTQIA+ members of our community as we continue to advance the principles of liberty, equity and inclusivity for all.

Signed this day 14th day of June 2022

Members of the Select Board of Stow, MA

Select Board Meeting Minutes
Tuesday, June 21, 2022
Stow Town Building & Zoom

Present in the Warren Room: Megan Birch-McMichael, Ellen Sturgis, Ingeborg Hegemann Clark, Cortni Frecha, and Town Administrator Denise Demboski

Chair Birch-McMichael called the meeting to order at 7 p.m. The Chair advised everyone participating in the meeting that Stow TV is recording this meeting.

Public Input:

Town Clerk Linda Hathaway was present and said nomination papers for the September 6th special election to fill the vacancy on the Select Board are available through July 15th and are due back on July 19th. You can call or email the Town Clerk's office for more information.

Board Member Comments: None.

Town Administrator (TA) Report

- The TA congratulated Assistant Town Administrator Dolores Hamilton for winning the 37th Emil S. Skop Award which is given annually to a human resources professional who has made outstanding contributions to the field of municipal human resource management and who has made a positive impact on the MA Municipal HR Association and its members.
- The Route 62 bridge is scheduled to be closed for 2 to 3 nights on or around July 6th. When confirmed, the information will be posted on the Town's website and social media.
- The employee diversity group and the Randall Library are hosting a forum this Thursday at 7 p.m. at the Pompo Community Center to hear firsthand about former Stow resident Sassy Parker's battle for equality. This is open to all ages but the content discussed may be mature. This is an educational forum and inappropriate behavior will not be tolerated.

Annual July 1 Appointments

These are all reappointments; there are no new appointments at this time.

Board Member Hegemann moved to make the following appointments of individuals in paid positions, subject to the terms indicated, seconded by Board member Frecha and the motion passed unanimously.

One-year Appointments, with terms ending on June 30, 2023:

- *Assistant Town Administrator/Human Resources Director: Dolores Hamilton*
- *Select Board and Town Administrator Executive Assistant: Joyce Sampson*
- *Superintendent of Streets: Stephen Nadeau*
- *Town Counsel: KP Law, P.C.*
- *Emergency Management Officer: Fire Chief John Paul Benoit*
- *Tree Warden: Bruce E. Fletcher*

- *Full-time Firefighters: John Paul Benoit, Chief; Barry Evers, Captain; Mark W. Guerin, Firefighter/EMT, Call Lieutenant; Judson Swinimer, Firefighter/EMT, Call Lieutenant; Erick Benoit, Firefighter/EMT, Call Lieutenant; Rachel Vroegindewey, Firefighter/EMT*
- *Call Lieutenant: Ryan Boyd, Jonathan Gray*
- *Call Firefighters/EMTs: Paul Armann, Jonathan Beharrell, Timothy Benoit, Cameron Bower, Ron Dostie, Frank Dzerkacz, Kristina Ellis, Richard Falcioni, Jason Galofaro, Camden Herlihy, Todd Jakubek, Jack Kennedy, Bryan Kiley, Stephen Laaper, Yuris Mangolds, Michael Murphy, Matthew Olson, Susan Siewierski, Steven Walsh, Matthew McNulty, Jack Stafford*
- *Call Firefighters: Kevin Benoit, Alejandro Cabrera, Scott Dwinells, Timothy Gray, Benjamin Glover, Timothy Landry, Gregg Silverio, Jeffery Hill*
- *Emergency Medical Technicians: Matheus Alves, Burak Say*
- *Full-time Police Officers: Brandon Murphy, Patrol Officer; Jacob Champoux, Patrol Officer; Troy Paradise, Patrol Officer*
- *Per Diem Special Police Officers: William Bosworth, Jon Butler, John T. Connors, John E. Fantasia, Richard D. Manley, Gary P. Murphy, Michael Smith, Mark H. Trefry, and Jeffrey Beckwith, Lake Boon Officer*
- *Public Safety Dispatchers: John E. Fantasia, Dispatch Supervisor; Jon Butler, Gabriel Lopez, and Sean Marques*
- *Per Diem Part-time Dispatcher: Laurel Brazao*

Remainder of a Three-year Appointment with term ending on June 30, 2024:

- *Treasurer: Brad Brightman*

Three-year Appointments with terms ending on June 30, 2025:

- *Constable: Robert Kirchman*
- *Town Accountant: Julie Costello*
- *Town Clerk: Linda Hathaway*

Miscellaneous Appointments:

- *Street Numbers: Town Clerk's office*

Board member Sturgis moved to make the following appointments of volunteer committee members, the positions having been duly posted, and for which the applicants have applied, seconded by Board member Frecha and the motion passed unanimously.

One-year Appointments, with terms ending on June 30, 2023:

- *Fence Viewers: Select Board*
- *Gleasondale Local Historic District Study Committee: Margaret Costello, Eve Fischer, and Dorothy Spaulding*
- *Green Advisory Committee: Member at Large: John Sangermano; Select Board Appointee: Carol Lynn*
- *Hudson Light & Power Representative: Arnold Epstein*
- *Montachusett Area Regional Transport (MART): Alyson Toole*
- *Recreation Commission: Samantha Altieri, Michael Busch, and Dan Nicholson*
- *Veterans' Graves Committee: Patricia Bolton, Martha Monroe, and Tom Zavorski*

Two-year Appointments with terms ending on June 30, 2024:

- *Local Access Channel Advisory Committee: Meredith Bartlett, Robert Glorioso, Lisa Lavina, and Lee Pappas*
- *SpringFest Committee: Maura Hyland*
- *Stow Municipal Affordable Housing Trust: Cynthia Perkins*

Three-year Appointments with terms ending on June 30, 2025:

- *Cemetery Trustees: Glenn Hammill*
- *Conservation Commission: Ingeborg Hegemann Clark, Liza Mattison, Douglas Morse*
- *Historical Commission: Stacen Goldman, Dorothy Spaulding*
- *Lake Boon Commission: Daniel Barstow*
- *Open Space Committee: Vin Antil, Bill Maxfield*
- *Registrar of Voters: Debra Seith*
- *Trustee of the Randall Relief Fund, the Randall Town Fund, and the Town Farm Fund: Susan Rondeau*

Five-year Appointments with terms ending June 30, 2027

- *Zoning Board of Appeals: Ernest Dodd, Member; Ruth Kennedy Sudduth, Associate Member*

Collings Foundation – “Battle for Bunker Hill” Event

Hunter Chaney, Director of Marketing of the Collings Foundation, was present via Zoom.

This is a living history event to be held on July 23rd and July 24th. There will be encampments as well as rangers and historians from the Bunker Hill Monument and a historian from the Dr. Joseph Warren Foundation. The grounds will be open from 9 a.m. to 5 p.m. and the battle reenactment will be at 1:30 p.m. with approximately 200 reenactors.

Board member Sturgis moved to approve a permit for the Collings Foundation Revolutionary War reenactment “Battle for Bunker Hill” scheduled for Saturday, July 23 and Sunday, July 24, 2022 from 9 AM until 5 PM on the Foundation’s museum property. This includes permission for pyrotechnics to be used in the battle reenactment taking place for approximately one hour beginning at 1:30 PM, fulfilling Section 2, part (d) regarding Major Events in the Settlement Agreement between the Collings Foundation and the Town of Stow, and with the understanding that only one other major event, focusing on World War II, can have pyrotechnics this year.

Board member Frecha seconded the motion and it passed unanimously.

BAN sale for Lower Village Traffic Safety Improvements

This is the annual renewal for the note that was taken out on Lower Village for the work to be done.

Board member Sturgis moved to approve and sign a \$276,000 BAN sale for Lower Village Traffic Safety Improvements. Board member Frecha seconded the motion and it passed unanimously.

Special Event Policy

The office has been using an informal checklist for people requesting a special event. This policy will set the expectations for what can and cannot happen and what is required. The last policy that the TA is

working on is the entertainment license, which is required under MA general law, which is for amplified music or sound.

Board member Frecha asked if the Board- approved special events permits would be posted on the website. The TA said it is something she wouldn't normally do but it could be done, and added that when an event is approved in a public meeting there is a record of it in the minutes. The Board discussed that not all events are for the public, and that events would not be posted.

Board members asked about private parties on private property, and if residents are considered non-profit. The TA said that residents are non-profit and the intention is not for residents to need permits for their own private parties at home, but a request should be made if there is an impact on public safety, i.e., an impact on the public way with traffic and parking. Ms. Frecha asked about having a public address system and music. The TA said that this would trigger the entertainment policy because it would impact the public with the noise. Someone having a party or event at their own home is not an issue unless there is an impact.

The Board tabled this item until the next meeting, pending clarification on what residents are expected to do when having a party on private property.

Designer Selection Procedures

This is the state template used for public building projects of \$1.5 million or more for architectural services. Ms. Hegemann asked for clarification for consistency in the document, specifically:

- to change "applicant" to "designer" in items 5D and 7;
- items 18 and 19, are the same except for the second paragraph of 18; Ms. Sturgis said maybe the second paragraph should be numbered separately;
- for item 26, what is the meaning of the word "making", with respect to contract language; she feels that "entering into" is clearer;
- for item 30, "contracts made for \$10,000 or more shall be in writing", does that imply that contracts for \$9,999 or less can be verbal? The TA said Yes, you do not need a written contract for anything under \$10,000.

Board member Sturgis moved to accept the Designer Selection Procedures as amended at this meeting. Board member Frecha seconded the motion and it passed unanimously.

Economic Development and Industrial Commission (EDIC)

The Town Administrator said she was approached about six months ago by current employees concerned about interactions with members of the EDIC. The TA has worked with the chairs of the EDIC and the Planning Board on this, members of the Planning Board have attended a meeting, the TA has attended a meeting, and the Assistant TA has watched the last several months of meetings. It is the TA's opinion that there is inappropriate behavior, bullying, harassment, and a hostile work environment. An attempt was made to separate employees from the committee. Most of the other boards and committees function with no support from paid employees There is no formal charge for the committee, so the TA feels it is best to abolish it then figure out the charge, working with the Planning Board to determine the best way to move forward, and then decide if the committee should be re-established.

Ms. Hegemann is in support of the recommendation from the Town Administrator.

Ms. Frecha would also support it and added that the Board could say 'disband' rather than 'abolish'. She reminded the Board of former member Zack Burns speaking about "good neighbors" and this could be an opportunity to have a group that could handle questions, comments, and complaints and work on how to have a smoother interaction between people abutting businesses.

Ms. Sturgis is not in favor of this. There is a mission on the website which is most likely the charge. She heard from several EDIC members who said they did not know this was on the agenda and had not been consulted. She felt that it is not a good sign to abolish this without discussing it with the committee, or without having a proposal in place that would be used to replace the EDIC.

The TA said her concern is for the employees and making sure they can come to work and do their job and feel safe, and not feel bullied or harassed. If the Board wants to keep the committee in place, the alternative is to schedule executive sessions with the individual members of the EDIC. She thought that this was the cleaner and more appropriate way to handle it.

EDIC Chair Tom Farnsworth and EDIC member Kevin Whalen were present via Zoom, and EDIC member Bob Collings was present in the Warren Room. They all agreed it has been difficult to attract people to the committee. Mr. Farnsworth has concerns that the members do not understand his explanation of how they fit into Town government. Mr. Collings said that anybody that is accused of problems deserves to have an opportunity to respond. Mr. Whalen said he would support whatever decision is made and the members should have been notified or spoken to, and been given direction with the opportunity to make corrections.

Ms. Hegemann, Ms. Frecha and Chair Birch-McMichael all agreed that there is no room for bullying and disrespect, and all three would vote to discontinue. However, if there is an alternative and a way to improve the committee's operations, they would consider a reimagining of the committee. The Chair is concerned that the EDIC members are misrepresenting their authority in town and asked how does the Board reign that in. Ms. Frecha said that it is important to have a group in place to advocate for businesses in the Town, and if the current group was allowed to stay in place and continue, the Board should draft a new charge and redefine the committee and consider reappointments as they came up. She would ask the committee not to meet until the Select Board has a new charge for them and that members should not communicate with staff.

The TA clarified that the issues with the EDIC are not a one-meeting situation. The issues go back years and she has heard from former employees about their interactions with the EDIC. There are emails that violate the Open Meeting Law, and if the Select Board wants to continue with the current EDIC, the committee should not be meeting until the issues are addressed.

Mr. Collings admitted that he is most likely the main issue and asked the Board to defer their decision until they have more facts. He offered to resign so the committee can move on. The TA said that Mr. Collings was not reappointed tonight as he did not respond to the office's emails, and that his term expires on June 30th.

Board member Frecha moved to table this discussion until the Board can receive more facts. Board member Sturgis seconded for discussion.

For further discussion, Chair Birch-McMichael said this will be put on a future agenda and she accepted the motion with the caveat that this current EDIC does not meet until further notice from the Select Board. Ms. Hegemann asked how the Board will get more facts. The Chair would like to get information from Hudson and Maynard on their business development committee's charge to see if the Board can come up with language to guide the EDIC.

Ms. Frecha modified the motion to:

Board member Frecha moved to table this discussion until the Board has examined potential charges for this committee by reviewing neighboring towns' committee charges, and with the caveat that the existing EDIC will not meet until that is discussed. Board member Sturgis seconded the motion and it passed unanimously.

Ms. Frecha reiterated that the civility policy that the board put in place last year is meant to be town-wide. The Board created the policy to set a good example, and all boards should read the policy and direct any questions to the Town Administrator.

Correspondence – no comments

Executive Session

At 8:11 p.m. Board member Sturgis moved to convene in Executive Session, pursuant to MGL Chapter 30A, section 21(a) (5), to discuss matters related to a criminal investigation, and to adjourn thereafter. Board member Frecha seconded the motion and it passed unanimously on a roll call vote.

Respectfully submitted,

Joyce Sampson

Executive Assistant

Documents used at this meeting:

Documents can be found in the Select Board's Office in the meeting folder.